

AGENDA



Garden Grove City
Council

Tuesday, December 12,
2023

6:30 PM

AMENDED - Community
Meeting Center 11300
Stanford Avenue Garden
Grove California 92840

Steve Jones

Mayor

George S. Brietigam

Mayor Pro Tem - District 1

John R. O'Neill

Council Member - District 2

Cindy Tran

Council Member - District 3

Joe DoVinh

Council Member - District 4

Stephanie Klopfenstein

Council Member - District 5

Kim B. Nguyen-Penalosa

Council Member - District 6

Meeting Assistance: Any person requiring auxiliary aids and services, due to a disability, to address the City Council, should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: (714) 741-5040.

Agenda Item Descriptions: Are intended to give a brief, general description of the item. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

Documents/Writings: Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Council Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the City Council meeting agenda; and (3) at the Council Chamber at the time of the meeting.

Public Comments: Members of the public who attend the meeting in-person and would like to address the City Council are requested to complete a pink speaker card indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the City Clerk before the meeting begins. General comments are made during "Oral Communications" and should be limited to matters under consideration and/or what the City Council has jurisdiction over. Persons wishing to address the City Council regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

Manner of Addressing the City Council: After being called by the Mayor, you may approach the podium, it is requested that you state your name for the record, and proceed to address the City Council. All remarks and questions should be addressed to the City Council as a whole and not to individual Council Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the City Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council any further during that meeting.

Time Limitation: When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a spokesperson be chosen to represent the group, so as to

avoid unnecessary repetition. At the City Council's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

COUNCIL MEMBER O'NEILL, COUNCIL MEMBER TRAN, COUNCIL MEMBER DOVINH, COUNCIL MEMBER KLOPFENSTEIN, COUNCIL MEMBER K. NGUYEN-PENALOZA, MAYOR PRO TEM BRIETIGAM, MAYOR JONES

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

1. PRESENTATIONS

- 1.a. Community Spotlight in recognition of the Foods of Garden Grove Social Media Challenge winners.

2. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)

3. REORGANIZATION

- 3.a. Selection of Mayor Pro Tem. (*Action Item*)

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

4. CONSENT ITEMS

(Consent Items will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Council Member.)

- 4.a. Adoption of a Resolution for the Fiscal Year 2022-23 Measure M (M2) Annual Expenditure Report. (*Action Item*)
- 4.b. Acceptance of the Various Streets Rehabilitation Project 2022 as complete. (*Action Item*)
- 4.c. Acceptance of the Carpet Flooring Project, 11277 Garden Grove, IFB No. S-1299 as complete. (*Action Item*)
- 4.d. Authorization of the issuance of a purchase order to Kajeet, Inc., for the purchase and support of Cradlepoint Routers. (Cost: \$70,835.47) (*Action Item*)
- 4.e. Authorization of the issuance of an emergency purchase order to

General Pump Company for a water well pump replacement at Well #27. (Cost: \$201,895.82) (*Action Item*)

- 4.f. Approval of Amendments to the Facility Use Agreements with Esparza Soccer Academic, Inc. and Orion Sports, LLC. (*Action Item*)
- 4.g. Approval of Lease Agreements with Enterprise Fleet Management for four vehicles. (Cost: \$120,000) (*Action Item*)
- 4.h. Receive and File the Fiscal Year 2022-23 Development Impact Fee Annual Report. (*Action Item*)
- 4.i. Receive and file minutes from the meeting held on November 14, 2023. (*Action Item*)
- 4.j. Receive and file warrants. (*Action Item*)
- 4.k. Approval to waive full reading of Ordinances listed. (*Action Item*)
- 4.l. Acceptance of City Project No. CP1316000/Federal Project No. CRAL 5328 (088) - Garden Grove Boulevard Rehabilitation from Harbor Boulevard to Fairview Street as complete. (*Action Item*)

5. ITEMS FOR CONSIDERATION

- 5.a. Approve an Amendment to the Cooperative Agreement with Caltrans and award a construction contract to Quality Fence Co. for the Caltrans Fencing Improvement Project. (Cost: \$789,888) (*Action Item*)

6. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

- 6.a. Second reading and adoption of Ordinance No. 2948
Entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING SECTIONS 14.12.010, 14.12.030, AND 14.12.050 OF CHAPTER 14.12 OF TITLE 14 ("WATER") OF THE MUNICIPAL CODE RELATING TO WATER RATES AND CHARGES, AND METER FAILURES (*Action Item*)

7. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

8. ADJOURNMENT

The next Regular City Council Meeting is scheduled for Tuesday, January 9, 2024, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

Happy Holidays!

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: William E. Murray
Dept.: City Manager Dept.: Public Works
Subject: Adoption of a Resolution for the Fiscal Year 2022-23
Measure M (M2) Annual Expenditure Report. (*Action Item*) Date: 12/12/2023

OBJECTIVE

For the City Council to adopt a Resolution for Fiscal Year 2022-23 Renewed Measure M (M2) Annual Expenditure Report as required by the Local Transportation Authority Ordinance No. 3.

BACKGROUND

Per M2, each local agency is required to submit approved documentation to the Orange County Transportation Authority to maintain M2 eligibility for Local Fair Share appropriations and competitive grant funding.

DISCUSSION

Per Local Transportation Authority Ordinance No. 3, local jurisdictions are required to adopt an Annual Expenditure Report to account for beginning/ending balances, Local Fair Share distributions, transportation facilities fees, and Maintenance of Effort expenditures. The Expenditure Report has been prepared by the Finance Department and has been signed and certified by the Finance Director.

FINANCIAL IMPACT

There is no financial impact to adopt the Resolution for the Fiscal Year 2022-23 Measure M (M2) Annual Expenditure Report. Adopting the attached report is mandatory to receive M2 revenues and competitive grant funding.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached Resolution adopting the Fiscal Year 2022-23 Renewed Measure M (M2) Annual Expenditure Report; and

- Authorize the Finance Director to submit the Renewed Measure M (M2) Annual Expenditure Report to the Orange County Transportation Authority.

By: Alexa Viramontes, Sr. Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	12/4/2023	Resolution	APPENDIX-G-ExpenditureReportResolution.docx
Measure M2 Expenditure Report FY22-23	12/6/2023	Backup Material	FY2223_Garden_Grove_Expenditure_Report_signed_12-6-23.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE CONCERNING THE
MEASURE M2 (M2) EXPENDITURE REPORT FOR
THE CITY OF GARDEN GROVE.

WHEREAS, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to the Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds; and

WHEREAS, local jurisdictions are required to adopt an annual M2 Expenditure Report as part of one of the eligibility requirements; and

WHEREAS, local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction in the M2 Expenditure Report that satisfy the Maintenance of Effort requirements; and

WHEREAS, the M2 Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

WHEREAS, the M2 Expenditure Report must be adopted and submitted to the OCTA each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of Garden Grove does hereby inform OCTA that:

- a) The M2 Expenditure Report is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year, and balances at the end of fiscal year.
- b) The M2 Expenditure Report is hereby adopted by the City of Garden Grove.
- c) The City of Garden Grove Finance Director is hereby authorized to sign and submit the M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2023.

PASSED, APPROVED, AND ADOPTED THIS _____ day of _____, _____.

M2 Expenditure Report
Fiscal Year Ended June 30, 2023
Beginning and Ending Balances

Description		Line No.	Amount	Interest
Balances at Beginning of Fiscal Year				
A-M	Freeway Projects	1	\$ -	\$ -
O	Regional Capacity Program (RCP)	2	\$ (820,061)	\$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	3		\$ -
Q	Local Fair Share	4	\$ 1,656,144	\$ -
R	High Frequency Metrolink Service	5		\$ -
S	Transit Extensions to Metrolink	6		\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7		\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 361,727	\$ -
V	Community Based Transit/Circulators	9		\$ -
W	Safe Transit Stops	10		\$ -
X	Environmental Cleanup Program (Water Quality)	11		\$ -
	Other*	12	\$ 2,070,684	\$ -
Balances at Beginning of Fiscal Year		13	\$ 3,268,494	\$ -
Monies Made Available During Fiscal Year		14	\$ 4,233,482	\$ 105,910
Total Monies Available (Sum Lines 13 & 14)		15	\$ 7,501,976	\$ 105,910
Expenditures During Fiscal Year		16	\$ 3,102,231	\$ 105,910
Balances at End of Fiscal Year				
A-M	Freeway Projects	17	\$ -	\$ -
O	Regional Capacity Program (RCP)	18	\$ (820,681)	\$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ -	\$ -
Q	Local Fair Share	20	\$ 3,370,272	\$ -
R	High Frequency Metrolink Service	21	\$ -	\$ -
S	Transit Extensions to Metrolink	22	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 385,610	\$ -
V	Community Based Transit/Circulators	25	\$ -	\$ -
W	Safe Transit Stops	26	\$ -	\$ -
X	Environmental Cleanup Program (Water Quality)	27	\$ -	\$ -
	Other*	28	\$ 1,464,544	\$ -

* Please provide a specific description: This pertains to Traffic Mitigation Fees net of expenditures related to the street lights and traffic signal improvements.

M2 Expenditure Report

Fiscal Year Ended June 30, 2023

Sources and Uses

Description	Line No.	Amount	Interest
Revenues:			
A-M Freeway Projects	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share	4	\$ 3,466,401	\$ 67,328
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 227,183	
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
Other*	12	\$ 539,898	\$ 38,582
TOTAL REVENUES (Sum lines 1 to 12)	13	\$ 4,233,482	\$ 105,910
Expenditures:			
A-M Freeway Projects	14	\$ -	\$ -
O Regional Capacity Program (RCP)	15	\$ 620	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ -	\$ -
Q Local Fair Share	17	\$ 1,752,273	\$ 67,328
R High Frequency Metrolink Service	18	\$ -	\$ -
S Transit Extensions to Metrolink	19	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ 203,300	\$ -
V Community Based Transit/Circulators	22	\$ -	\$ -
W Safe Transit Stops	23	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	24	\$ -	\$ -
Other*	25	\$ 1,146,038	\$ 38,582
TOTAL EXPENDITURES (Sum lines 14 to 25)	26	\$ 3,102,231	\$ 105,910
TOTAL BALANCE (Subtract line 26 from 13)	27	\$ 1,131,251	\$ -

* Please provide a specific description: Revenue received pertains to Traffic Mitigations Fees (Fund 211) collected. Expenditures were related to the street lights and traffic signal improvements.

M2 Expenditure Report
Fiscal Year Ended June 30, 2023
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE	Developer / Impact Fees ¹	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2 ²	Other M2 Interest	Other*	TOTAL
Indirect and/or Overhead	1	\$ 2,256,763	\$ -	\$ 620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,257,383
Construction & Right-of-Way															
New Street Construction	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction	3	\$ 951,312	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,552,273	\$ 67,328	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,570,913
Signals, Safety Devices, & Street Lights	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pedestrian Ways & Bikepaths	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Drains	6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Damage	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction¹	8	\$ 951,312	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,552,273	\$ 67,328	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,570,913
Right of Way Acquisition	9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction & Right-of-Way	10	\$ 951,312	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,552,273	\$ 67,328	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,570,913
Maintenance															
Patching	11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overlay & Sealing	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Lights & Traffic Signals	13	\$ 1,103,940	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,103,940
Storm Damage	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Street Purpose Maintenance	15	\$ 5,259,464	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,459,464
Total Maintenance¹	16	\$ 6,363,404	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,563,404
Other	17		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 203,300	\$ -	\$ 1,184,620	\$ 1,387,920
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 9,571,479	\$ -	\$ 620	\$ -	\$ -	\$ -	\$ 1,752,273	\$ 67,328	\$ -	\$ -	\$ 203,300	\$ -	\$ 1,184,620	\$ 12,779,620
Finance Director Confirmation	19	<p>Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdictions' discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties". I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures.</p> <p>Finance Director initial: <u>PS</u></p>													

¹ Includes direct charges for staff time² Other M2 includes A-M, R,S,T,U,V, and W

+ Transportation related only

* Please provide a specific description

Legend

Project	Description
A-M	Freeway Projects
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

[illegible]

M2 Expenditure Report
Fiscal Year Ended June 30, 2023

I hereby certify that:

- ☒ All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;
- ☒ The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;
- ☒ The City/County of Garden Grove is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for M2 Eligibility purposes;
- ☒ The City/County's Expenditure Report is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties;" and
- ☒ The City/County of Garden Grove has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to or exceeding the FY 2022-23 MOE benchmark dollar amount¹¹.

Patricia Song
Director of Finance (Print Name)

12/6/2023
Date


Signature

¹¹ Jurisdictions are encouraged to submit MOE eligible expenditures higher than their MOE benchmark, so that should certain expenses be ruled ineligible during an MOE audit, the local jurisdiction still has sufficient MOE expenditures to demonstrate continued achievement of the MOE benchmark.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Acceptance of the Various Streets Rehabilitation Project 2022 as complete. (<i>Action Item</i>)	Date:	12/12/2023

OBJECTIVE

For City Council to accept the above project as complete and authorize the City Manager to execute the Notice of Completion of Public Improvement and Work.

BACKGROUND

The Various Streets Rehabilitation 2022 project included: Newland Street from Trask Avenue to Garden Grove Boulevard (Project No. CP1322000); Mays Avenue from Yockey Street to Magnolia Street (Project No. CP1323000); Hazard Avenue from Bushard Street to Ward Street (Project No. CP1296000); McFadden Avenue from Ward Street to 600 feet east (Project No. CP1296000); Chapman Avenue from Nelson Street to 9th Street (Project No. CP132000); and Lampson Avenue from Harbor Boulevard to Haster Street (Project No. CP1297022).

On June 14, 2022, the City entered into a contract with R.J. Noble Company, a general contractor for the construction of these projects. Each street segment had different rehabilitation measures applied and involved some or most of the following elements: full depth reclamation and cement treatment, street section removal and replacement ("dig outs"), cold milling and asphalt paving, repair of damaged sidewalk, curb and gutter, cross gutter, upgrade of access ramps, installation of CCTV Cameras, catch basin debris screens, adjustment of utility covers to finish grade, restoration of traffic signing, striping, pavement markings, reestablishment of centerline ties, and monuments.

A portion of work on Hazard Avenue lies within the shared boundary with the City of Westminster. The City of Westminster was responsible for a portion of the cost of the proposed street improvements with the approval of cooperative agreement on May 24, 2022.

DISCUSSION

The contractor, RJ Noble Company, has completed the improvements in accordance with the plans, specifications, and other contract documents.

FINANCIAL IMPACT

There is no impact to the General Fund. These improvements were included in the Fiscal Year 2022-23 Capital Improvement Plan budget and was funded by Measure "M2 Local Fair Share," Gas Tax, Red Light Camera fees, and the City of Westminster's pro-rata share.

RECOMMENDATION

It is recommended that the City Council:

- Accept Various Streets Rehabilitation 2022 Project as complete;
- Authorize the City Manager to execute the Notice of Completion of Public Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Navin Maru, Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Notice of Completion	11/29/2023	Notice	NOC_2022_VARIOUS_STREETS.pdf

RECORDING REQUESTED BY

NOTICE OF COMPLETION
OF PUBLIC IMPROVEMENT AND WORK

When Recorded Mail To:

City Clerk
City of Garden Grove
P. O. Box 3070
Garden Grove, CA 92842

NOTICE IS HEREBY GIVEN that the City of
Garden Grove, Orange County, California, has caused a
public improvement, to wit:

Various Streets Rehabilitation 2022 Project

to be constructed upon the property hereinafter described. The contract for furnishing of all labor, services, materials, and equipment, and all utilities and transportation, including power, fuel, and water, and performing all work necessary to construct and complete, in a good and workmanlike manner in strict accordance with the specifications, plans, and drawings therefore on file in the office of the City Clerk of the City of Garden Grove, for the construction, installation and completion of the above-described public improvement and work, was heretofore made and entered into with RJ Noble Company on the 14th day of June, 2022, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the City Engineer has notified the City Council that he has made and completed a final inspection of the materials furnished and installed and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all labor, services, materials, and equipment, and the performing of all work necessary for the construction, installation, and completion of said public improvement above described have been fully complied with to his satisfaction as required by the contract document; that final acceptance of the construction, installation, and completion of said public improvement above described was made on the 12th day of December 2023 that the nature of the title to said property of said City of Garden Grove is as follows: That is to say, it owns said public improvement in fee except the right-of-way upon which it is constructed, and that it owns an easement upon, over, and along said right-of-way for the purpose of the construction, installation, and completion of said public improvement hereinabove described and the use thereof after said completion; that the property hereinabove referred to and on which said public improvement is situated is described as follows, to wit:

Various Streets Rehabilitation 2022 Project

NAME OF SURETY on Labor and Material Bond is: Western Surety Company
2 Park Plaza, Suite 400
Irvine, CA 92614
Tel No. (949) 399-4970

DATED this _____ day of _____ 20 _____

CITY OF GARDEN GROVE

By _____
City Manager of the City of Garden
Grove

ATTEST:

City Clerk of the City of Garden Grove

STATE OF CALIFORNIA
COUNTY OF ORANGE

I am the City Engineer of the City of Garden Grove.

I have read the foregoing Notice of Completion of Public Improvement and Work, and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters, which are therein stated upon my information or belief, and as to those matters I believe to be true.

I certify (or declare), under penalty of perjury, that the foregoing is true and correct.

Executed on December 12, 2023 at Garden Grove, California
(Date) (Place)



Dan Candelaria, P. E., T. E.
City Engineer

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Ursula Luna-Reynosa
Dept.:	City Manager	Dept.:	Director of Economic Development and Housing
Subject:	Acceptance of the Carpet Flooring Project, 11277 Garden Grove, IFB No. S-1299 as complete. (<i>Action Item</i>)	Date:	12/12/2023

OBJECTIVE

For City Council to accept Carpet Flooring Project, IFB No. S-1299, 11277 Garden Grove, as complete and authorize City Manager to execute the Notice of Completion of Public Improvement and Work.

BACKGROUND

On December 13, 2022, a construction contract was awarded to Continental Flooring Company, dba Arizona Continental Flooring Company (Contractor) for \$99,888 for public improvements that included the removal and installation of carpeting material as required by the plans and specifications for the City facility located at 11277 Garden Grove Boulevard.

DISCUSSION

The Contractor has completed the work in accordance with the plans, specifications, contract, and other related documents.

FINANCIAL IMPACT

There is no financial impact to the General Fund. The Project was completed within the budget. The retention payment will be released per schedule after recordation of the Notice of Completion.

RECOMMENDATION

It is recommended that the City Council:

- Accept the Carpet Flooring Project, IFB No. S-1299, located at 11277 Garden Grove as complete;
- Authorize the City Manager to execute the Notice of Completion of Public Works

Improvements and Work, and

- Authorize the Finance Director to release the retention payment when appropriate to do so.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Notice of Completion	12/5/2023	Notice	City_of_Garden_Grove_- _Continental_Flooring_Company_- _11277_Garden_Grove_IFB_S- 1299_-_Notice_of_Completion_- _December_4__2023_(2).pdf

RECORDING REQUESTED BY

When Recorded Mail To:

City Clerk
City of Garden Grove
P. O Box 3070
Garden Grove, CA 92842

This document is exempt from
payment of recording fee pursuant
to Section 27383 of the Government
Code. By:

**NOTICE OF COMPLETION
OF PUBLIC IMPROVEMENT AND WORK**

NOTICE IS HEREBY GIVEN that the City of Garden Grove, Orange County, California, has caused an interior office improvement project, to wit:

IFB NO. S-1299

11277 Garden Grove Carpet Flooring Project, IFB No. S-1299

Notice is hereby given by the undersigned that the 11277 Garden Grove Carpet Flooring Project, IFB No.S-1299 has been completed. The contract for furnishing of all labor, services, materials, equipment, transportation, and installation, and performing all work necessary to construct and complete, in a good and workmanlike manner in strict accordance with the specifications and drawings therefore on file in the office of the City Clerk of the City of Garden Grove, for the construction, installation, and completion of the above-described public improvement and work, was heretofore made and entered into with Continental Flooring Company, dba Arizona Continental Flooring Company, on the 13th day of December, 2022, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the City Staff has notified the City Council that City Staff has made and completed a final inspection of the materials furnished and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all labor, services, materials, equipment, transportation, installation, and the performing of all work necessary for the construction, installation, and completion of said public improvement project above described have been fully complied with to City Staff satisfaction as required by the contract document; that final acceptance of the construction, installation, and completion of said public improvement project above described was made on the 12th day of December 2023; that the nature of the title to said property of said City of Garden Grove is as follows: That is to say, it owns said improvement in fee upon which it was constructed of said public improvements and work hereinabove described and the use thereof after said completion; that the property hereinabove referred to and on which said public improvements is situated is described as follows, to wit:

IFB NO. S-1299
11277 Garden Grove Carpet Flooring Project IFB No. S-1299

NAME OF SURETY on Labor and Material Bond is: Employers Mutual Casualty Company
ATTENTION: Joseph A. Clarken III
7220 North 16th Street, Building K
Phoenix, AZ 85020
Tel. No. (480) 878-4226

DATED this _____ day of _____ 20 ____

CITY OF GARDEN GROVE

By _____
Lisa L. Kim
City Manager

ATTEST:

By _____
Teresa Pomeroy
City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I am the Director of Economic Development and Housing Department.

I have read the foregoing Notice of Completion of Public Improvement and Work, and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters, which are therein stated upon my information or belief, and as to those matters I believe to be true.

I certify (or declare), under penalty of perjury, that the foregoing is true and correct.

Executed on December 12, 2023 at Garden Grove, California
(Date) (Place)

Ursula Luna-Reynosa
Director of Economic Development and
Housing Department

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Anand Rao

Dept.: City Manager Dept.: Information Technology

Subject: Authorization of the issuance Date: 12/12/2023
of a purchase order to
Kajeet, Inc., for the purchase
and support of Cradlepoint
Routers. (Cost: \$70,835.47)
(*Action Item*)

OBJECTIVE

To secure City Council authorization to purchase sixty six (66) new and unused Cradlepoint Routers including three years support in the amount of \$70,835.47 from Kajeet, Inc., pursuant to IFB No. S-1318.

BACKGROUND

Cradlepoint Routers provide reliable and secure internet connectivity to City Patrol Cars and other remote locations throughout the City. The Cradlepoint Routers provide all data connectivity to Police vehicles and substations and provide real-time GPS vehicle location to policy systems. The IBR1100 model, which was first deployed in 2015, reached End of Support on May 31, 2023.

DISCUSSION

The IBR1100 models that are currently deployed reached End of Support on May 31, 2023. As such, they have not received any software updates since then, making them vulnerable to any newly discovered security flaws and bugs. In addition, they will be depreciated at the end of 2024 and will no longer function.

To ensure that there is no impact to Police operations, the outdated IBR1100 needs to be replaced with the current IBR900 model.

IFB No. S-1318 was issued on October 4, 2023 for sixty-six (66) Cradlepoint Routers and twenty five (25) bids were received. All bids were found to be responsive. The top three bid results were as follows:

Bidders for IFB No. S-1318 Cradlepoint Routers

COMPANY	TOTAL COST
Kajeet, Inc.	\$70,835.47
RCN Communications LLC	\$71,914.24
Zones, Inc.	\$77,377.75

FINANCIAL IMPACT

The cost to acquire the routers is \$70,835.47. The purchase has been appropriated in the Police Department's Fiscal Year 2023-24 adopted operating budget, within the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order in the amount of \$70,835.47 to Kajeet, Inc. for the purchase of sixty-six (66) Cradlepoint IBR900 Wireless WAN Routers with three years support

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorization of the issuance Date: 12/12/2023 of an emergency purchase order to General Pump Company for a water well pump replacement at Well #27. (Cost: \$201,895.82) (<i>Action Item</i>)		

OBJECTIVE

To receive City Council approval of an emergency purchase order for a water well pump replacement at Well #27 Reservoir, located within Magnolia Park on Chapman Avenue and Magnolia Street.

BACKGROUND

The Garden Grove Public Works Department's Water Services Division ("Division") owns and operates the water system that provides water services throughout the city. The Division operates 17 total water production facilities, 13 wells, 5 pump stations, 8 reservoirs that hold approximately 53 million gallons of water. On July 31, 2023, a pump failure had occurred. General Pump Company was called out to diagnose the pump. The well pump was reported to be operating under deficient conditions, which affects its reliability and will require a replacement. The total cost for the completed diagnosis work performed is \$8,245.13. On November 29, 2023, the contractor was ordered to begin the replacement process by cleaning and video inspecting the pump, which may result in additional work needed depending upon inspection results.

DISCUSSION

The continued operation of Well #27 is needed to supply water to the central area within the city. Due to this nature of work, the well pump replacement is considered emergency work and is scheduled for replacement. Failure to conduct this emergency work will result in the inability to pull groundwater from the well. Hence, affecting the safety, health and property of the community at large. Therefore, staff is seeking to designate these costs as emergency repairs and issue an emergency purchase order.

FINANCIAL IMPACT

There is no impact to the General Fund. The total cost of this emergency water well replacement is approximately \$193,650.69, plus the completed diagnosis work in the amount \$8,245.13, for a total of approximately \$201,895.82. A 10 percent contingency will be applied for unexpected additional work identified during the inspection. This amount will be absorbed in the City's adopted FY 2023-24 Water Enterprise Budget.

RECOMMENDATION

It is recommended that City Council:

- Authorize an emergency purchase order with General Pump Company for a water well pump replacement at Well #27, in the total amount of \$201,895.82 with a 10% contingency.

By: Samuel Kim, P.E.
Deputy Public Works Director/Water Services Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Invoice and Quote	11/30/2023	Backup Material	General_Pump_Invoices.pdf



159 N. ACACIA STREET * SAN DIMAS, CA 91773
PHONE: (909) 599-9606 * FAX: (909) 599-6238

CAMARILLO, CA 93010 * PHONE: (805) 482-1215
www.genpump.com

WELL & PUMP SERVICE SINCE 1952

Lic. #496765

Serving Southern California and Central Coast

November 15, 2023

Job 15990

City of Garden Grove
11222 Acacia Parkway
Box 3070
Garden Grove, CA 92642
Attn: Robert Bermudez

Subject: Well 27

General Pump Co. is pleased to provide the engineering estimate for the above reference well. Please see associated cost below.

Engineering Inspection

- The 3-stage Peabody Floway has significant damage to the hydraulic seals. The impellers seal rings are worn and oversized. The impellers suffer significant damage due to heavy vibration. The bowl seal rings are worn/ oversized. The bowl bearings are worn. The bowl shaft has significant wear among the bearing journals. The bowl assembly exceeds manufacturer tolerances and requires replacement. GPC recommends replacing with upgraded material selection (i.e., 201SS impellers) for increased durability.
- The pump is equipped with a 14"x 10' pipe, and a 3' SS strainer. The strainer is damaged. The strainer and suction pipe requires replacement.
- All 200' of the 14" column pipe had to be cut for removal and requires replacement.
- The 14" X 3" black widow spiders are not reusable and require replacement.
- The 3" tube and 1-15/16 line shafts had to be cut out during removal and require replacement.
- The 14" x 2' top column pipe was cut. A new top pipe is required.
- The Peabody Floway 14" O/L cast discharge head is in good condition. The discharge of the head requires a 14", 300 # full face gasket. The head is reusable following reconditioning which includes removing the top pipe from the head, steam cleaning the head, wire wheeling the machined mating surfaces, cleaning, and tapping the bolt holes, painting and prepping the head for installation.
- The cut top tube is still attached to the tube tension plate assembly. The tension bearing has a large amount of pipe wrench marks. The tension plate assembly is not showing any wear and is in serviceable condition. The tension assembly needs to be sandblasted; bolt holes tapped prepped for installation.



Engineering Inspection - Cont.

- The motor is a 350 Hp GE motor. The motor megs low. Motor needs to be sent out to Delta Motor Co. for inspection and/or repairs.
- The pump was equipped with 1/4 SS airline set at 202'. New airline is required.

Shop labor

- | | |
|---|---------------|
| • Pressure-wash and prepare bowls for disassembly | 2 Hrs. |
| • Tear down and inspect bowls; provide report and recommendations | 6 Hrs. |
| • Engineering inspection and report | N/C |
| • Unload and stage new pump materials; quality assurance | 6 Hrs. |
| • Check proper fit of new suction pipe and strainer, weld lugs and prepare for installation | 2 Hrs. |
| • Tear down and inspect new bowls; reassemble and prepare for installation | 8 Hrs. |
| • Check proper fit of new column pipe; steam-clean and tighten couplings | 6 Hrs. |
| • Uncrate, stage, and check proper fit of new line shafts | 3 Hrs. |
| • Unbox new line shaft couplings; apply anti-seize on threads and install on shafts | 4 Hrs. |
| • Test fit Column Reducing Bushing prior to installation | 2 Hrs. |
| • Set-up and stab shafting assemblies in column pipe; stage equipment | 6 Hrs. |
| • Unbox and check proper fit of column shaft tube centralizers | 1 Hr. |
| • Machine new 3" top tube | 5 Hrs. |
| • Remove top column nipple from discharge head | 3 Hrs. |
| • Clean and recondition the Victaulic and discharge flange | 5 Hrs. |
| • Machine new top column pipe (TBE, NO TOP FLANGE) | 6 Hrs. |
| • Install top nipple assembly on discharge head | 4 Hrs. |
| • Chase threaded holes on discharge head, paint to finish, and prepare for installation | 4 Hrs. |
| • Fit and fabricate new SS CAL-OSHA Window Screens | 2 Hrs. |
| • Rebuild existing tube tension assembly to OEM standards | 5 Hrs. |
| • Machine new head shaft; install nut & key and prepare for installation | 6 Hrs. |
| • Handle client's motor: load, unload, stage, and prepare for installation | 1 Hr. |
| • Check proper fit of new Airline assembly; gather bracket and fittings and prep for installation | 1 Hr. |
| • Clean and recondition components in parts bucket/Replace as necessary | 2 Hrs. |
| • Gather necessary gaskets, fittings, and bolting to accommodate pump installation | 2 Hrs. |
| • Dispose leftover junk materials | <u>2 Hrs.</u> |

Est. 94 Hrs. @ \$125 \$ 11,750.00



Materials

• 10" 316SS Cone Strainer	\$ 1,210.00	
• 10" X 10' X .279" TOE NPT Suction Pipe	886.00	
• HYDROFLO 14HH 5 STG O/L	24,524.00	
• 14" X 5' X .500" TBE Butt Nipple	1,496.00	
• 14" X 20' X .437" TNC Butt Pipe	35,806.00	
• 3" x 5' Oil Tube	219.00	
• 3" X 1-15/16" X 20' T&S Assemblies	22,119.00	
• 12" X 14" Column Reducing Bushing	1,740.00	
• 12" X 20' X .375" TNC Butt Pipe	3,190.00	
• 14" BWS Centralizer	624.00	
• 14" Column pipe butt coupling	389.00	
• Materials to Refurbish 14" Discharge Head	410.00	
• Stainless-Steel Material for CAL-OSHA Screens	187.00	
• Materials to Rebuild 3" Stretch Assembly	325.00	
• Material for Stainless-Steel High-Pressure By-Pass Line	95.00	
• 1-15/16" 416SS Head Shaft w/ Nut & Key	1,862.00	
• 1/4" SS Airline Assembly w/ Gauge, Bracket, and Fittings	1,725.00	
• 14", 300# Discharge Gasket w/ Grd 5 Nut & Bolt Kit	129.00	
• Mobil DTE 32 Motor oil	154.00	
• J-Box Electrical Connection Kit	435.00	
• Consumables (Grease, Sealer, Solvent, Etc...)	125.00	
• Shipping & Handling	425.00	
• Sales Tax @ 8.75%	<u>8,581.56</u>	\$ 106,656.56

Outside Service

• Rewind existing GE 350HP Motor – 2 yr. Warranty	<i>Estimated</i>	\$ 24,000.00
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Wire Brush Well Casing

• Wire brush well with chlorine utilizing 2 new wire brushes and chlorine dispenser –			
Equipment, Travel, Labor - 3 days	\$8,200/Day	\$ 24,600.00	
• 2 New wire brushes & Chlorine		1,990.00	
• Sales Tax @ 8.75%		<u>174.13</u>	\$ 26,764.13



Field Labor - Install

- Load out new pump equipment.
- Mobilize to site and set up crane for installation.
- Confirm lock out / Tag out electrical.
- Proceed with pump & motor installation.
- Tie in discharge piping as required.
- Tie in electrical connections, check rotation, take lift.
- Start Up and testing.

4-Man Crew, 40T Crane, Support Rig, Flatbed Truck, & Service Truck	Est. - 20 Hrs. @ \$1,080/Hr.	\$ 21,600.00
O.T. 4-Man crew	4 Hrs. @ \$ 280/Hr.	1,120.00
Electrician & Service truck	8 Hrs. @ \$ 220/Hr.	<u>1,760.00</u>

Total Labor & Materials ***\$ 193,650.69***

Should you have any questions or need additional information regarding the above summary and associated cost, please do not hesitate to contact us. Thank you.

GENERAL PUMP COMPANY, INC.

Mark Haas

Mark Haas
Project Manager



INVOICE

Over 65 Years of Water Well & Pump Service

159 N. ACACIA STREET, SAN DIMAS, CALIFORNIA 91773
PHONE: (909) 599-9606 FAX: (909) 599-6238
LICENSE: 496765

INVOICE NO. 30787
INVOICE DATE 10/31/2023
CUSTOMER NO. 217
CUSTOMER P.O. P240550
CONTRACT NO. NONE

BILL TO: CITY OF GARDEN GROVE
BOX 3070
11222 ACACIA PARKWAY
GARDEN GROVE CA 92642
ATTN: VICTOR YERGENSON

JOB NO: 15990
PROJECT: WELL 27

SALESPERSON: 10882 **SALES TAX CODE:** 1215 **TERMS:** 30DY **DUE DATE:** 11/30/2023

Description	Amount
SHOP LABOR PREP CRANE AND TOOLING FOR BAILING OIL. PRESSURE WASH BAILER. LOAD BAILER, OIL BARRELS, AND ABSORBENTS. 4 HRS. @ \$125/HR.	500.00
FIELD LABOR MOBILIZE TO SITE AND SET UP CRANE FOR BAILING. SET UP BAILER, BARRELS, ABSORBENTS. BAIL OIL FROM WELL. SEAL BARRELS AND SET ASIDE. LOAD EQUIPMENT ONTO GPC TRUCK FOR TRANSPORT. PREP SITE FOR VIDEO SURVEY. RUN WATER INTO WELL. CLEAN & SECURE WELL SITE. DEMOBILIZE. 40T CRANE & OPERATOR, 1 MAN & FLATBED TRUCK - 9 HRS. @ \$618/HR. O.T. 2-MAN CREW - 2 HRS. @ \$110/HR.	5,562.00 220.00
EQUIPMENT & SUPPLIES 12" OIL BAILER - \$400/ DAY QTY 6 - 55GAL POLY BARRELS N/C MISC. ABSORBENT SNAKES & LITTER	400.00 150.00
OUTSIDE SERVICE DOWNHOLE VIDEO SURVEY W/ SIDE SCAN PICTURES & REPORT.	1,400.00

Thank you for your prompt payment!

GPC'S STANDARD TERMS & CONDITIONS APPLY AND ALL INVOICES ARE NET 30 DAYS FROM INVOICE DATE.
WARRANTY APPLIES ONLY TO WORKMANSHIP AND MATERIALS SUPPLIED FOR THIS PROJECT.

REMIT TO VIA MAIL:
General Pump Company
159 N. Acacia Street
San Dimas, CA 91773

REMIT TO VIA EFT:
General Pump Company
Bank Name: BankUnited
Acct Type: Business Checking
Acct#: 9855787236
Routing#: 2670-9059-4

NON-TAXABLE AMOUNT:	8,082.00
TAXABLE AMOUNT:	150.00
SALES TAX:	13.13
INVOICE TOTAL:	8,245.13
RETENTION:	0.00
AMOUNT PAID:	0.00

AMOUNT DUE: Page 28 of 28 **8,245.13**

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Approval of Amendments to the Facility Use Agreements with Esparza Soccer Academic, Inc. and Orion Sports, LLC. (<i>Action Item</i>)		
		Date:	12/12/2023

OBJECTIVE

To request that the City Council approve three separate amendments to extend the term of facility agreements with Esparza Soccer Academic, Inc. and Orion Sports, LLC.

BACKGROUND

In 2019, the City Council approved the Facility Use Agreement with Esparza Soccer Academic, Inc., under the management of Juan Esparza, for the operation of the hockey rink facility at Pioneer Park, located at 12772 Chapman Avenue.

In 2020, the City Council approved the Facility Use Agreement with Esparza Soccer Academic, Inc., under the management of Juan Esparza, for the operation of the soccer facility adjacent to the Sports and Recreation Center located at 13641 Deodara Drive at Garden Grove Park.

In 2020, the City Council approved the Facility Use Agreement with Orion Sports, LLC for the operation of the outdoor hockey rink at Chapman Sports Complex, located on the corner of Chapman Avenue and Knott Avenue.

DISCUSSION

The Amendment to the Facility Usage Agreements with Esparza Soccer Academic, Inc. will extend both agreements for an additional three years to operate the hockey rink facility located at Pioneer Park through July 29, 2025, and the soccer facility located at Garden Grove Park through April 1, 2026.

The Amendment to the Facility Usage Agreement with Orion Sports, LLC will extend

the agreement for an additional three years for the operation of the outdoor hockey rink at Chapman Sports Complex through April 1, 2026.

FINANCIAL IMPACT

The proposed extensions to the three Facility Usage Agreements with Esparza Soccer Academic, Inc. and Orion Sports, LLC do not change lease amounts, thus will have no financial impact to the City. Additionally, both facility operators will be responsible for monthly lease payments for the three city facilities.

Esparza Soccer Academic, Inc. will continue to make monthly lease payments to the City in the amount of \$1,500.00 for use of the soccer facility at Pioneer Park, and monthly lease payments in the amount of \$5,000.00 for use of the soccer facility at Garden Grove Park. Orion Sports, LLC will continue to make monthly lease payments to the City in the amount of \$600.00 for use of the hockey rink facility at Chapman Sports Complex.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Amendments to the Facility Usage Agreements with Esparza Soccer Academic, Inc. and Orion Sports, LLC; and
- Authorize the City Manager, or her designee, to sign and execute the three Amendments to the Facility Use Agreements on behalf of the City, including making minor modifications as appropriate and necessary.

By: Janet Pelayo
Deputy Director

ATTACHMENTS:

Description	Upload Date	Type	File Name
Amendment to Agreement Esparza Soccer Academic for use of Garden Grove Park soccer facility	12/5/2023	Agreement	Amendment_to_Agreement_Esparza_Soccer-GG_Park_2023_(1).docx
Amendment to Agreement Esparza Soccer Academic for use of Pioneer Park hockey facility	12/5/2023	Agreement	Amendment_to__Agreement_Esparza_Soccer_2023.docx
Amendment to Agreement Orion Sports for use of Chapman Sports Complex hocke	12/5/2023	Agreement	Amendment_to_Agreement_Orion_Sports-Chapman_2023.docx

facility

**AMENDMENT TO
SITE LICENSE AND USE AGREEMENT**

(Outdoor Soccer Venue -13631 Deodara Drive – Esparza Soccer Academic, Inc.)

THIS AMENDMENT TO THE SITE LICENSE AND USE AGREEMENT between the CITY OF GARDEN GROVE, a municipal corporation, and Esparza Soccer Academic, Inc., is made and entered into, to be effective the 1st day of April, 2023, as follows:

RECITALS

WHEREAS, the City of Garden Grove (“CITY”) and Esparza Soccer Academic, Inc. (“ESA”) entered into the initial Site License and Use Agreement dated February 25, 2020, in which CITY allowed ESA to operate the outdoor soccer facility at Garden Grove Park.

WHEREAS, the parties wish to renew the Agreement for another three-year term to April 1, 2026.

AMENDMENT

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. Section 1, TERM, of the Agreement shall be amended to extend the term until April 1, 2026, and to provide that the parties may negotiate extensions of the terms for additional years no later than six months prior to the expiration of the Agreement.

All provisions of the Agreement not affected herein shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Facilities Usage Agreement at Garden Grove, California.

CITY OF GARDEN GROVE

ATTEST:

By: _____
City Manager

By: _____
City Clerk

Approved as to form:

Date: _____

City Attorney

ESPARZA SOCCER ACADEMIC, INC. (ESA)

By: _____
Its: _____

Date: _____

By: _____
Its: _____

**AMENDMENT 2 TO
SITE LICENSE AND USE AGREEMENT**
(Pioneer Park – Esparza Soccer Academic, Inc.)

THIS AMENDMENT TO THE SITE LICENSE AND USE AGREEMENT between the CITY OF GARDEN GROVE, a municipal corporation, and Esparza Soccer Academic, Inc., is made and entered into, to be effective the 9th day of August, 2022, as follows:

RECITALS

WHEREAS, the City of Garden Grove (“CITY”) and Esparza Soccer Academic, Inc. (“ESA”) entered into the initial Site License and Use Agreement dated July 19, 2022, in which CITY allowed ESA to operate the outdoor arena soccer facility at Pioneer Park.

WHEREAS, the parties wish to renew the Agreement for another three-year term to July 19, 2025.

AMENDMENT

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. Section 1, TERM, of the Agreement shall be amended to extend the term until July 19, 2025, and to provide that the parties may negotiate extensions of the terms for additional years no later than six months prior to the expiration of the Agreement.

All provisions of the Agreement not affected herein shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Facilities Usage Agreement at Garden Grove, California.

CITY OF GARDEN GROVE

ATTEST:

By: _____
City Manager

By: _____
City Clerk

Approved as to form:

Date: _____

City Attorney

ESPARZA SOCCER ACADEMIC, INC. (ESA)

By: _____
Its: _____

Date: _____

By: _____
Its: _____

**AMENDMENT TO
SITE LICENSE AND USE AGREEMENT**
(Outdoor Hockey Rink(s) –Chapman Sports Complex – Orion Sports, LLC)

THIS AMENDMENT TO THE SITE LICENSE AND USE AGREEMENT between the CITY OF GARDEN GROVE, a municipal corporation, and Orion Sports, LLC, is made and entered into, to be effective the 1st day of April, 2023, as follows:

RECITALS

WHEREAS, the City of Garden Grove ("CITY") and Orion Sports, LLC ("OS") entered into the initial Site License and Use Agreement dated March 24, 2020, in which CITY allowed OS to operate the outdoor soccer facility at Chapman Sports Complex.

WHEREAS, the parties wish to renew the Agreement for another three-year term to April 1, 2026.

AMENDMENT

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. Section 1, TERM, of the Agreement shall be amended to extend the term until April 1, 2026, and to provide that the parties may negotiate extensions of the terms for additional years no later than six months prior to the expiration of the Agreement.

All provisions of the Agreement not affected herein shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Facilities Usage Agreement at Garden Grove, California.

CITY OF GARDEN GROVE

ATTEST:

By: _____
City Manager

By: _____
City Clerk

Approved as to form:

Date: _____

City Attorney

ORION SPORTS, LLC (OS)

By: _____
Its: _____

Date: _____

By: _____
Its: _____

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Amir El-Farra
Dept.:	City Manager	Dept.:	Police Chief
Subject:	Approval of Lease Agreements with Enterprise Fleet Management for four vehicles. (Cost: \$120,000) (<i>Action Item</i>)	Date:	12/12/2023

OBJECTIVE

To obtain City Council approval to enter into 36-month operating lease agreements with Enterprise Fleet Management (Enterprise) for four Police Department undercover vehicles, pursuant to the terms of the existing standard Master Walkaway Lease Agreement.

BACKGROUND

Rotating leased vehicles has been very successful for the Police Department, as it allows investigators to conduct operations in vehicles chosen to blend in with the general population. The City has an existing Master Walkaway Lease Agreement with Enterprise, and the Police Department desires to add four vehicles to the fleet.

DISCUSSION

Each vehicle will have a total allowance of 30,000 miles for the 36-month lease term and the dealer will complete any repairs that are covered under warranty. Enterprise will also provide physical damage coverage for the vehicles, as leased vehicles do not qualify for comprehensive coverage under the City's self-insurance guidelines.

FINANCIAL IMPACT

The total cost of the four new leases is approximately \$40,000 per year, or \$120,000 for the full 36-month term of the agreements. This amount includes all monthly lease payments, physical damage insurance, annual license renewal fees, and all fees associated with initial delivery. Funds for the additional Enterprise lease agreements were appropriated in the Police Department's FY 2023-25 budget and will be incorporated as an ongoing expense through completion of the 36-month term.

RECOMMENDATION

It is recommended that the City Council:

- Approve the 36-month vehicle operating lease contracts for four (4) Police Department undercover vehicles, pursuant to the existing Master Walkaway Lease Agreement;
- Authorize the City Manager or her designee to execute the agreements on behalf of the City, and make minor modifications as appropriate thereto; and
- Authorize the City Manager to execute future amendments to the agreement, including the authorization to enter into options years, providing sufficient funds are available

By: Courtney Cibosky, Police Fiscal Analyst

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Receive and File the Fiscal Year 2022-23 Development Impact Fee Annual Report. (<i>Action Item</i>)	Date:	12/12/2023

OBJECTIVE

For City Council to receive and file the Fiscal Year 2022-23 Development Impact Fee Annual Report (Report) as required by Government Code Section 66006 (b).

BACKGROUND

Annually, the City is required to report on the disposition of collected development fees and to provide information related to the use of these fees when funding capital improvements. Pursuant to Government Code Section 66006 (b), this Report must be reviewed by the City Council at a public meeting, not less than fifteen days after this information is made available to the public. The attached Report summarizes the activity in several development impact fee funds, and it pertains to information for Fiscal Year ending June 30, 2023.

Fees that have been deposited with the City for more than five (5) years must be identified and evaluated as required by Government Code Section 66001 (d)(1). The City does not have any funds that were originally deposited in, or prior to, June 30, 2017. First funds received are first funds utilized.

DISCUSSION

In general, the City collects development impact fees to offset the impacts of new development projects in the City. These impacts are usually associated with increased demand placed on city facilities due to the additional usage of the facilities. For example, the City collects a drainage fee to improve drainage facilities. As development occurs, more of the city's natural surfaces are replaced with paved surfaces. Paved surfaces do not absorb storm water causing the runoff to go into the public streets. If drainage facilities are not improved, the streets will experience significant flooding that could damage private property.

FINANCIAL IMPACT

There is no financial impact to receive and file the Fiscal Year 2022-23 Development Impact Fee Annual Report.

RECOMMENDATION

It is recommended that the City Council:

- Receive and file the Fiscal Year 2022-23 Development Impact Fee Annual Report as required by Government Code Section 66006 (b).

By: Alexa Viramontes, Sr. Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
FY22-23 Development Impact Fee Report	12/7/2023	Exhibit	Development_Impact_Fee__2022-23_Final_.pdf

City of Garden Grove
Development Impact Fee Annual Report
Fiscal Year 2022 - 2023

The following is a report, which was prepared to comply with California Government Code Section 66006. This section requires an annual disclosure and review of collected development impact fees and expenditures. This review is prepared in compliance with the requirements of the code, and it was prepared with the assistance of the Public Works Department and Finance Department.

Government Code Section 66006(b) requires that within 180 days after the last day of the fiscal year the city shall make available the following information for that given year:

- A. A brief description of the type of fee, included as Section 1.0.
- B. The amount of the fee, included as Section 2.0.
- C. The beginning and ending balances of the fund and fees collected and the interest earned, included as Section 3.0.
- D. An identification of each public improvement on which the fees were expended and the amount of the expenditure on each improvement, including the total percentage of the cost of the public improvement that was funded with fees. This is included as Section 4.0.
- E. An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and if the public improvement remains incomplete. This is included as Section 5.0.
- F. A description of each inter-fund transfer or loan made from the account or fund including the public improvement on which the transferred or loaned fees will be expended, and the rate of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan. No transfers or loans were required or made.
- G. The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001. No refunds were required or made.

Section 1.0. A Brief Description of the Type of Fee in the Account or Fund

Drainage Facilities Fee

As city lands are developed, hard surface areas (concrete/paving) increase and directly affect flooding citywide. A drainage fee is charged to fund local drainage improvements that are required to reduce the cumulative impact of increased runoff in the city.

Transportation Facilities Fee

Development increases the motorist population citywide and the cumulative increase requires constant improvements to meet the demands of the public. The Transportation Facilities Fee is charged to fund projects that relieve traffic congestion either in a specific location or citywide.

Water Assessment Fees

The fees reflect the cumulative impact of development on the water infrastructure. Water assessment fees are charged per (1) frontage and (2) acreage. The reasoning is that a property with a large frontage will benefit from additional street exposure, including landscaping and will place a greater burden on the water system as opposed to a similar sized parcel with a smaller sized frontage. The fee for acreage is to account for the increased demand placed on the water system by larger properties in general. Together, these fees fund capital projects that are required in order to meet the water needs of an increased population and to upgrade an aging infrastructure.

Parkway Tree Fee

City parkway trees are located throughout the city. The maintenance and care of the city's urban forest is an ongoing task that involves trimming, planting, removal, sucker removal, installation of root barriers, staking, etc. Additionally, hardscape items, such as curb, gutter, and sidewalk, need removal and replacement due to tree root damage. New development often removes mature trees as part of their project. This fee is collected to pay for the capital improvement costs associated with maintaining the city's parkway trees and adjacent hardscape. In this manner, the city's urban forest is maintained at a service level that is consistent with the public's expectations.

In Lieu of Parkland Dedication Fee (Quimby Park Fee)

The Quimby Act authorizes the City to require the dedication of parkland or to impose fees for park or recreational purposes as a condition of the approval of a tentative or parcel subdivision map. These fees are used for the purpose of developing new or rehabilitating existing neighborhood or community parks or recreation facilities. This fee is only applied to Subdivision Projects.

Mitigation Act Park Fee (Citywide Park Fee)

The City charges a Citywide Park Fee applicable to residential developments consisting of non-subdivisions. Consequently, residential developments not subject to the Quimby Park Fee (above) shall be required to remit a park fee as established by City Council for the purposes of providing citywide parks and recreational facilities.

General Plan and Cultural Arts Fee

California State law requires that every jurisdiction adopt a General Plan. Without a valid General Plan, the City can be legally restricted from making land use changes and approving new development projects. The General Plan fee is established as an impact fee to proportionally pay for the cost of the General Plan Element updates which occur every 10-20 years and include direct consultant contractual costs. The Cultural Arts fee is intended to support a variety of cultural influences including public art and improving the community image through physical form.

In Lieu Of Undergrounding Fee

This fee is collected in lieu of required utility undergrounding at the request of the developer. The fee will be used to underground overhead utility lines in conjunction with the City's Rule 20A program funded through Southern California Edison. This will maximize the city's resources and deliver a more cost effective project.

Section 2.0. Fee Amounts

Drainage Facilities Fee Schedule

Land Use	Fees
Single Family (Sq.Ft.)	\$ 0.27
Multi Family (Sq.Ft.)	\$ 0.18
Commercial (Sq.Ft.)	\$ 0.42
Office (Sq.Ft.)	\$ 0.50
Industrial (Sq.Ft.)	\$ 0.47

Transportation Facilities Fee Schedule

Land Use	Fees
Single Family (Dwelling Unit)	\$ 1,600
Multi Family (Dwelling Unit)	\$ 990
Hotel/Motel (Room)	\$ 919
Industrial (Sq.Ft.)	\$ 0.57
Retail (Sq.Ft.)	\$ 3.66
Office (Sq.Ft.)	\$ 2.61
Cost Per Trip Fee*	\$ 1,407

**'Per Trip Fee' will be applied to land use project categories not listed in this schedule. Additional trip calculations will use the latest Institute of Transportation Engineers Trip Generation Manual.*

Park Facilities Fee Schedule

Quimby Fee - Subdivisions / Neighborhood Parks

Land Use	Fees
Single Family (Dwelling Unit)	\$ 11,794
Multi Family (Dwelling Unit)	\$ 9,804

Mitigation Fee - Non-Subdivisions / Citywide Parks

Land Use	Fees
Single Family (Dwelling Unit)	\$ 6,061
Multi Family (Dwelling Unit)	\$ 5,038

Water Assessment Fees

Cost is determined by adding the acreage and frontage charges:

Acreage charge; \$950 per acre.

Frontage charge; \$8 per linear foot for an arterial street or \$4.50 per linear foot for a residential street

Parkway Tree Fee

Cost = \$2.50 per linear foot of frontage.

General Plan and Cultural Arts Fee

\$2.00 plus \$1.75/\$1,000.00 or fraction thereof of valuation as determined by the Building Official.

In Lieu Undergrounding Fee

This fee is equal to the Southern California Edison cost estimate to underground the required poles for the project.

Section 3.0. Fund Balances, Interest Earned, and Fees Collected

The beginning balance is as of July 1, 2022, and the ending balance is as of June 30, 2023. Fees were collected and interest was earned between those dates.

Drainage Facilities Fee		Transportation Facilities Fee	
Beginning Balance:	\$106,625.38	Beginning Balance:	\$2,466,921.02
Fees Collected:	\$155,666.26	Fees Collected:	\$ 539,272.89
Interest Earned:	\$ 4,456.55	Interest Earned:	\$ 38,582.15
Fees Expended:	\$ 905.34	Fees Expended:	\$1,184,619.63
Ending Balance:	\$ 265,842.85	Ending Balance:	\$1,860,781.18

Quimby Park Fee		Citywide Park Fee	
Beginning Balance:	\$2,115,985.97	Beginning Balance:	\$5,245,632.18
Fees Collected:	\$ 640,244.00	Fees Collected:	\$1,056,225.17
Interest Earned:	\$ 43,195.69	Interest Earned:	\$ 111,631.52
Fees Expended:	\$ 168,431.97	Fees Expended:	\$ 158,454.00
Ending Balance:	\$2,630,993.69	Ending Balance:	\$6,255,034.87

Water Assessment Fee (Acreage)		Water Assessment Fee (Frontage)	
Beginning Balance:	\$0	Beginning Balance:	\$0
Fees Collected:	\$1,733.96	Fees Collected:	\$1,332.25
Interest Earned:	\$0	Interest Earned:	\$0
Fees Expended:	\$1,733.96	Fees Expended:	\$1,332.25
Ending Balance:	\$0	Ending Balance:	\$0

Parkway Tree Fee		Cultural Arts Fee	
Beginning Balance:	\$0	Beginning Balance:	\$573,193.18
Fees Collected:	\$57,272.89	Fees Collected:	\$112,048.78
Interest Earned:	\$0	Interest Earned:	\$ 12,467.01
Fees Expended:	\$57,272.89	Fees Expended:	\$ 2,830.69
Ending Balance:	\$0	Ending Balance:	\$694,878.28

General Plan Fee		In Lieu of Undergrounding Fee	
Beginning Balance:	\$545,068	Beginning Balance:	\$64,615.13
Fees Collected:	\$147,091	Fees Collected:	\$0
Interest Earned:	N/A	Interest Earned:	\$0
Fees Expended:	\$0	Fees Expended:	\$0
Ending Balance:	\$692,159	Ending Balance:	\$64,615.13

Section 4.0. List of Public Improvements Funded by Each Fee

An identification of each public improvement on which the fees were expended and the amount of the expenditure on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

Drainage Facilities Fee

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
Acacia Neighborhood Improvements	\$905	\$1,177,475	>.01%
Total	\$905	\$1,177,475	>.01%

Water Assessment Fees

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
Capital Replacement (Lines, meters, hydrants, laterals, gate valves, and capital outlays)	\$1,332.25	\$6,204,068 (City's total water appurtenance expenditures for FY22/23)	>.01%
Total	\$1,332.25	\$6,204,068	N/A

Parkway Tree Fee

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
Parkway Tree Capital Improvements at Locations Citywide	\$57,272.89	\$57,272.89	100%
Total	\$57,272.89	\$57,272.89	100%

Quimby Park Fee

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
CP1019000 CIP – Atlantis Play Center Park Improvements	\$28,510	\$275,000	10%
CP1105000 CIP – Indoor Sports Complex Building Improvements	\$7,700	\$7,700	100%
CP1181000 CIP – Various Park Improvements	\$132,222	\$576,000	23%
Total	\$168,432	\$858,700	20%

Cultural Arts Fees

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
Public Arts Fund & Community Events	\$2,830.69	\$2,830.69	100%
Total	\$2,830.69	\$2,380.69	N/A

Transportation Facilities Fee

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
Magnolia Traffic Signal Synchronization Project	\$78,892	\$125,000	63%
2021 Traffic Signal Modifications	\$1,101,768	\$1,101,768	100%
Garden Grove-Nelson Signal Modifications	\$1,916	\$40,000	5%
Garden Grove-Newland Signal Modifications	\$1,590	\$30,000	5%
Amber Alert Signal Repairs	\$454	\$454	100%
Total	\$1,184,620	\$1,295,876	91%

Citywide Park Fees

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
Garden Grove Park Project	\$262,690	\$340,000	77%
Grant AB109	\$599	\$337,250	.18%
Total	\$263,289	\$677,250	39%

General Plan Fee

Project	Fee Spent	Total Annual Project Cost	Percentage of Annual Project Cost Funded by Fee
Housing Element Update Amendment of General Plan Land Use Diagram	\$0 ** funded by Planning Grants	\$37,793.77	0% ** funded by Planning Grants

In-Lieu of Undergrounding Fees

No expenditures were incurred in Fiscal Year 2022-23.

Section 5.0. List of Approximate Construction Dates for Public Improvements

An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001.

Drainage Facilities Fee

Project	Start Date	Completion Date
Arterial Street Improvements FY2024	June 2024	May 2025

Transportation Facilities Fee

Project	Start Date	Completion Date
Garden Grove-Nelson Signal Modifications	March 2024	December 2024
Garden Grove-Newland Signal Modifications	March 2024	December 2024
Traffic Signal Modifications-Chapman at Lamplighter	April 2022	September 2023

Water Assessment Fees

Project	Start Date	Completion Date
Citywide Capital Replacement (includes lines, meters, and valves)	Ongoing	Ongoing

Parkway Tree Fee

Project	Start Date	Completion Date
Tree-Related Capital Improvements	Ongoing	Ongoing

Community & Economic Development – General Plan Fee

Project	Start Date	Completion Date
General Plan Update (2033)	Ongoing collection of fee	2033 (estimated cost is \$2 million)

Community Services - Quimby Park Fee & Citywide Park Fee

Project	Start Date	Completion Date
Magnolia Park	September 2023	May 2024
Parks & Facilities Master Plan Improvements	Ongoing	Ongoing

Woodbury Park Expansion & Renovations	September 2022	December 2025
Civic Center Park Improvements	May 2023	December 2023
Light Pole Replacement	Ongoing	Ongoing
Atlantis Play Center	March 2023	June 2025
Renovations of Park Buildings	Ongoing	Ongoing
State Representative Lou Correa – District 46 Grant Funding Projects	June 2023	June 2025

Cultural Art Fees

Project	Start Date	Completion Date
Cultural Art Projects & Community Events	TBD	TBD

In Lieu of Undergrounding Fee

Project	Start Date	Completion Date
Projects to be identified once enough funding is secured	TBD	TBD

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Receive and file minutes Date: 12/12/2023
from the meeting held on
November 14, 2023. (*Action
Item*)

Attached are the minutes from the meeting held on November 14, 2023,
recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	12/7/2023	Minutes	cc-min_11_14_2023.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, November 14, 2023

Community Meeting Center
11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE CLOSED SESSION

At 6:00 p.m., Mayor Jones convened closed session.

ROLL CALL PRESENT: (7) Council Members O'Neill, Tran, DoVinh,
Klopfenstein, Nguyen-Penaloza, Mayor Pro
Tem Brietigam, Mayor Jones

ABSENT: (0) None

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None.

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1): In Re: Aqueous Film-Forming Foams Product Liability Litigation, USDC MDL No. 2:18-mm-2873-RMG.

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1): Patricia Medina, et al. vs. City of Garden Grove, et al., USDC Case No. 8:22-cv-00235-HDV-JDEX

RECESS CLOSED SESSION

At 6:30 p.m., Mayor Jones recessed closed session.

CONVENE REGULAR MEETING

At 6:36 p.m., Mayor Jones convened the meeting in the Council Chamber with all Council Members present.

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

ORAL COMMUNICATIONS

Written Communications: Minh T. Vo

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein,
Nguyen-Penaloza, Brietigam, Jones
Noes: (0) None

RECONVENE

CITY COUNCIL ACTION

Resolution No. 9828-23 entitled: A Resolution of the City Council of the City of Garden Grove authorizing the defeasance of the Garden Grove Public Financing

Authority Lease Revenue Bonds, Series 2015A, the execution of an escrow agreement and a termination agreement, and approving certain acts in connection therewith and certain other matters, be adopted;

The form be approved and the City Manager/Executive Director be authorized to execute the Escrow Agreement by and among the City of Garden Grove, the Garden Grove Public Financing Authority, and U.S. Bank Trust Company, as escrow agent; and

The form be approved and the City Manager/Executive Director be authorized to execute the Termination Agreement by and among the City of Garden Grove, the Garden Grove Public Financing Authority, and U.S. Bank Trust Company, as 2015 Trustee.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein,
 Nguyen-Penaloza, Brietigam, Jones
Noes: (0) None

PUBLIC FINANCING AUTHORITY ACTION

It was moved by Member O'Neill, seconded by Member Klopfenstein that:

Resolution No. 15-23 entitled: A Resolution of the Board of Directors of the Garden Grove Public Financing Authority authorizing the defeasance of the Garden Grove Public Financing Authority Lease Revenue Bonds, Series 2015A, the execution of an escrow agreement and a termination agreement, and approving certain acts in connection therewith and certain other matters, be adopted; and

The form be approved and the Executive Director/City Manager be authorized to execute the Escrow Agreement by and among the City of Garden Grove, the Garden Grove Financing Authority, and U.S. Bank Trust Company, as escrow agent; and

The form be approved and the Executive Director/City Manager be authorized to execute the Termination Agreement by and among the City of Garden Grove, the Garden Grove Public Financing Authority, and U.S. Bank Trust Company, as 2015 Trustee.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, Tran, DoVinh, Klopfenstein,
 Nguyen-Penaloza, O'Neill, Jones
Noes: (0) None

ADOPTION OF A RESOLUTION CERTIFYING COMMITMENT TO PROJECTS
SUBMITTED IN FISCAL YEARS 2024/25 THROUGH 2029/30 FOR THE FEDERAL
TRANSPORTATION IMPROVEMENT PROGRAM (F: 24.13)

It was moved by Council Member O'Neill, seconded by Council Member Klopfenstein that:

Resolution No. 9829-23 entitled: A Resolution of the City Council of the City of Garden Grove Certifying that resources are available to fund projects in the Fiscal Years 2024/25 through 2029/30 Transportation Improvement Program and affirms its commitment to implement all projects in the program, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein,
 Nguyen-Penaloza, Brietigam, Jones
Noes: (0) None

ADOPTION OF A RESOLUTION APPROVING A CITY-WIDE PUBLIC RECORDS
RETENTION AND DESTRUCTION MANUAL AND SCHEDULE (F: 45.2E)

It was moved by Council Member O'Neill, seconded by Council Member Klopfenstein that:

Resolution No. 9830-23 entitled: A Resolution of the City Council of the City of Garden Grove, California, adopting the records retention and destruction manual for City records as provided by the Government Code of the State of California, and rescinding Resolution No. 9321-15, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein,
 Nguyen-Penaloza, Brietigam, Jones
Noes: (0) None

APPROVAL TO EXTEND THE LEASE AGREEMENT WITH CREDIT UNION OF
SOUTHERN CALIFORNIA FOR PROPERTY LOCATED AT 11390 STANFORD, GARDEN
GROVE (F: 55-Credit Union Southern California)

It was moved by Council Member O'Neill, seconded by Council Member Klopfenstein that:

The Seventh Amendment with the Credit Union of Southern California for continued occupancy of 11390 Stanford Avenue in the amount of \$5,984.49 per month, be approved, and

The City Manager be authorized to execute the Seventh Amendment and make minor modifications as needed on behalf of the City.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein,
 Nguyen-Penaloza, Brietigam, Jones
Noes: (0) None

APPROVAL OF FINAL PARCEL MAP NO. PM-2022-167 FOR THE PROPERTIES
LOCATED AT 7390 AND 7440 LINCOLN WAY, GARDEN GROVE (F: 118.1)

This matter was pulled.

ACCEPTANCE OF INTERIOR OFFICE IMPROVEMENTS PROJECT, 11277 GARDEN
GROVE NO. 03-2023 AS COMPLETE (F: 55-H.L. Miller Inc.) (XR: 48.15)

It was moved by Council Member O'Neill, seconded by Council Member Klopfenstein that:

The Interior Office Improvements Project No. 03-2023, 11277 Garden Grove, be accepted as complete;

The City Manager be authorized to execute the Notice of Completion of Public Works Improvements and Work, and

The Finance Director be authorized to release the retention payment when appropriate to do so.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein,
 Nguyen-Penaloza, Brietigam, Jones
Noes: (0) None

ACCEPTANCE OF PROJECT NO. S-3102-A CIVIC CENTER BRIDGE AND LANDSCAPE
RENOVATION LOCATED AT 11300 STANFORD AVENUE, GARDEN GROVE, AS
COMPLETE (F: 55-RG General Engineering Inc.) (XR: 48.15)

It was moved by Council Member O'Neill, seconded by Council Member Klopfenstein that:

Project No. S-3102-A Civic Center Bridge and landscape Renovation located at 11300 Stanford Avenue, Garden Grove, be accepted as complete;

The City Manager be authorized to execute the Notice of Completion of Public Works Improvements and Work, and

The Finance Director be authorized to release the retention payment when appropriate to do so.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein,
Nguyen-Penaloza, Brietigam, Jones
Noes: (0) None

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON OCTOBER 24, 2023
(F: Vault)

It was moved by Council Member O'Neill, seconded by Council Member Klopfenstein that:

Minutes from the meeting held on October 24, 2023, be received and filed as submitted or amended.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein,
Nguyen-Penaloza, Brietigam, Jones
Noes: (0) None

WARRANTS

It was moved by Council Member O'Neill, seconded by Council Member Klopfenstein that:

Demands covered by Wire numbers 00001705 through 00001752, EFT numbers 0039489 through 00039521, and check numbers 00688386 through 00688478 inclusive and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed;

Demands covered by wires 00001753 through 00001805, EFT numbers 00040712 through 00040748, and check numbers 00689071 through 00689144 inclusive and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed;

Demands covered by EFT numbers 00040749 through 00041808 and check numbers 00689145 through 00689343 inclusive and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed;

Following City Council comments, it was moved by Council Member Klopfenstein, seconded by Council Member Nguyen-Penaloza that:

The City Manager be authorized to execute the Amended 2016 Agreement, including any minor modifications as appropriate, and any other pertinent documents necessary to effectuate and/or implement the Agreement on behalf of the City.

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein,
Nguyen-Penaloza, Brietigam, Jones
Noes: (0) None

(It was moved earlier in the Meeting by Council Member O'Neill, seconded by Council Member Klopfenstein, and carried by a 7-0 vote that full reading of ordinances listed be waived.)

With no testimony from the audience, Mayor Jones declared the public hearing closed.

Ordinance No. 2946 entitled: An Ordinance of the City Council of the City of Garden Grove approving a zoning text amendment to Chapter 9.52 of Title 9 of the Garden Grove Municipal Code pertaining to retail sale by delivery of medicinal cannabis, be passed to second reading; and

Page 59 of 164

ADOPTION OF A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR THE CONSTRUCTION PHASE OF THE HARBOR/GARDEN GROVE INTERSECTION IMPROVEMENT PROJECT (F: 36.11) (F: 24.13) (F: 64.1)

Following staff introduction, it was moved by Council Member Nguyen-Penaloza, seconded by Council Member Klopfenstein that:

Resolution No. 9832-23 entitled: A Resolution of the City Council of the City of Garden Grove approving the submittal of the Harbor/Garden Grove Intersection Improvement Project, Engineering Phase to the Orange County Transportation Authority for funding under the Comprehensive Transportation Program, be adopted; and

That \$3,704,967.50 (65%) in grant funding, and \$1,994,982.50 (35%) from Gas Tax for a total project cost of \$5,699,950, be appropriated upon acceptance of the grant application.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein,
Nguyen-Penaloza, Brietigam, Jones
Noes: (0) None

ADOPTION OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO TAKE ACTIONS NECESSARY TO FINANCE THE PUBLIC SAFETY FACILITY AND CIVIC CENTER REVITALIZATION PROJECT THROUGH THE ISSUANCE OF DEBT BY THE GARDEN GROVE PUBLIC FINANCING AUTHORITY (F: 48.11) (F: P-48.11)

Following staff introduction, it was moved by Council Member Klopfenstein, seconded by Council Member O'Neill that:

Resolution No. 9833-23 entitled: A Resolution of the City Council of the City of Garden Grove directing the City Manager to take actions necessary to finance the Public Safety Facility and Civic Center Park Project through the issuance of Lease Revenue Bonds or Certificates of Participation and approving certain acts in connection therewith, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein,
Nguyen-Penaloza, Brietigam, Jones
Noes: (0) None

MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

UPDATE ON THE CIVIC CENTER REVITALIZATION PROJECT AS REQUESTED BY CITY MANAGER KIM (F: 48.11)

Craig Beck, Project Consultant, stated that with the approved and executed Exclusive Negotiating Agreement with Edgemoor Garden Grove Civic Partners LLC, (Edgemoor) the design and development team is assembled to begin Phase 3 of the public safety facility. Brian Dugen and Christina Solomon representing Edgemoor provided an overview and PowerPoint presentation of the technical design and construction update. Brian Dugen announced the components of the development that include Clark Construction to take the lead on the construction; AC Martin, lead designer with Roth Sheppard Architects; HKLA is the landscape designer; Orrick Legal Counsel specializing in technology; Mconsensus specializing in community outreach; and Altura as the commissioning agent to ensure the design meets the environmental specifications. The project groups are broken down into five teams: Design and Construction, Entitlements Permitting and Engagement, Project Financing, Commercial/Legal, and Building Commissioning.

Christina Solomon previewed design principles for the scope of the project that includes a 90,000 square foot public safety building, a 450 stall parking structure, and a 2.3 acre park. The key principles are: Operational Efficiency, Maintainability, Campus-style site, and to create a statement building on the corner of Acacia Parkway and Euclid Street to maximize a connected community, increase productivity within the public safety ranks, ensure retention and recruitment for public safety, and long-term operational affordability. The approach with the design is to keep the entire city block and civic center area in mind for the design. With Garden Grove High School on Stanford Avenue, all egresses will be located off of Acacia Parkway. The team started with massing studies for fit of the project on the site. A large part of the site is the parking structure and the design team is partial to a two bay parking structure to maximize the space needed. Design concepts included the layout on the site, orientation of the building, a green corridor between the building and the library, and inclusion of the police memorial. Also included in the design concept is the building facade and types of building materials. Initial park concepts strive to tie the entire area together with a featured promenade along Acacia Parkway. As the project progresses, thought will be put into the programming for the park. Great feedback and input from the community has been received and will be incorporated into the design for the park.

Council Member DoVinh noted an audio engineer was necessary and the design team confirmed there will be an audio engineer.

Craig Beck noted that community engagement involves numerous forms of engagement with residents that include eleven pop-up events taking place between March and October with approximately 300 comment cards received. The upcoming events will be: Tree Lighting on December 2nd, and an Open House/Town

Hall on December 6th between 6:00 p.m. – 7:30 p.m. The California Environmental Quality Act (CEQA) document is available for public review and can be accessed at: <https://ggcity.org/planning/environmental-documents> It is anticipated that the environmental documents will be brought to the Planning Commission by the end of the year.

Mayor Pro Tem Brietigam thanked everyone for their work and he is excited about seeing the project progress.

Council Member Klopfenstein expressed her excitement for this historic Civic Center project. There are so many families living around the Civic Center area and that she appreciates all of the work to engage the community, as she believes it is important for the residents to feel heard and are part of this project.

Council Member Tran agreed that it is important for the residents to feel involved, and commented that this is a perfect time for the community to provide their input. She expressed that in looking at the design concepts, she would not want the parking structure to overshadow the building and asked that the design team consider options.

Council Member Nguyen-Penaloza commented that the response numbers are still too low by comparison to the number of residents; and she asked that there be outreach to: Library staff, Garden Grove High School student body parents and administrators, and the Main Street business owners. She recommended attendance to a School District Board meeting, and to appoint a liaison to share information at the high school sporting events. In a City this large and a project this big there needs to be every effort to reach as many people as possible.

MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER (CONTINUED)

Mayor Pro Tem Brietigam wished everyone a Happy Thanksgiving and encouraged people to donate to local food pantries. The Toy Drives are coming up as well, with information where to donate on the City's website and on social media. The Orange County Fire Authority and the Garden Grove Kiwanis are each conducting a toy drive as well, which provides a lot of opportunities to donate toys for the holiday.

Council Member O'Neill noted the ample opportunities for people to donate toys for the holiday and encouraged participation. He reported on the status of the hangar at the Tustin Air Base that recently caught on fire, noting that the property has been turned over to the Navy for remediation. He noted that the Orange County Fire Authority is on stand-by for any flare-ups, however, at this point the structure continues to smolder and is too dangerous for the fire fighters to bring in apparatus. The investigation is ongoing and it is speculated that the fire was caused by a person or persons unknown. He noted that Gloria Lumbus, a long-time resident of Garden Grove, friend, and a 50 year parishioner of St. Columban

recently passed away. Gloria was quite a lady who will be missed; his thoughts and prayers are with her family and her sons Chris and Steve.

Council Member Tran expressed her appreciation for a recent she attended that was held by the Chamber of Commerce. She reported out from the Library Advisory meeting she attended and noted that the Library will be getting a grant; and that the Library will be offering high school courses for adults needing to complete the units needed for a diploma. A non-profit group called Senior Fight Back is working with city staff on an upcoming seminar for seniors and they will be giving out free pepper spray and will demonstrate some martial arts moves. She commented on going on a four hour ride-along where she witnessed the Police in action giving her an appreciation for the work the police are doing to keep the city safe. She encouraged participation with the Fight Hunger Event, noting that last year over 100,000 meals were distributed.

Council Member DoVinh wished all of the people born in November a Happy Birthday, including his wife, Dina Nguyen. He acknowledge Nicholas Dibs' request for the City Council to adopt a resolution to denounce hatred, and recommended that staff prepare a resolution. He expressed how disheartened he is about the current events being broadcast on the news and prays for healing. These events are reminiscent of the 1960's and 1970's during the Vietnam War during his childhood, and it is important to not forget about that people around the world are suffering. He thanked Tina Vo for speaking on the Fight Hunger Event, noting this will be the sixth annual event that helps a lot of people. He thanked city staff Shawn Park, who is always helpful, and Kristy Thai who has acted as a liaison between the Council and the Vietnamese community for the past ten years. He attended the grand opening of the Vien Beauty Spa located in District 4, and congratulated them on their grand opening that took place on November 4th. Also in attendance was former Council Member Phat Bui who is a community leader a Chairman of the Vietnamese American Federation. He expressed his appreciation for everything Mr. Bui did while on council. His leadership is still very much felt in this community and that he appreciates Mr. Bui's support for the local businesses. He commented that the Civic Center project is coming along very nicely, and he encouraged the residents to take advantage of the opportunity to provide their input, as this is a partnership among all of the parties involved.

Council Member Klopfenstein commented on attending the dedication of Zlacket's Market on Main Street and the unveiling of a plaque commemorating the Zlacket Family business. She noted that Zlacket's Market was a family owned and operated business for decades, and the dedication served as a wonderful opportunity to showcase the spirit of our community, and to honor the Zlacket family. She expressed appreciation for seeing a lot of familiar faces and new faces that came out to the dedication, and stated that Main Street is the heartbeat of Garden Grove.

Council Member Nguyen-Penaloza commented on attending the Woodbury Park Rehabilitation meeting, which was well attended with many residents who came out

to voice their concerns. She gave kudos to Community Services staff for their work in writing for the grant enabling the improvements to the park. She commented that she has been proactive on mental health and the homelessness crisis; however, she has received numerous complaints from residents regarding the homeless who are camping on the public right of way and on common areas at private businesses on Harbor Boulevard between Westminster Avenue to Garden Grove Boulevard and at Trask Avenue. She urged immediate attention to these areas, especially as this area includes Santiago high school, Doig intermediate and Clinton Elementary schools, as well as the multiple businesses impacted daily by the unhoused individuals who have serious mental health issues. It is not safe for the residents or their children who attend these schools to access public sidewalks and local businesses. She noted that a young teenager was recently attacked in broad daylight, and fortunately multiple people helped the Garden Grove Police Department stop the attacker, and she asked that if possible, the Chief arrange for a community spotlight for those people who helped the young teen, as it is admirable for people to come forward to help, potentially putting themselves in danger. She emphasized her support for the Garden Grove Police Department and all of their partners such as Be Well OC to combat this issue and to make the community safe for the families who live in Garden Grove.

City Manager Kim noted the upcoming Thanksgiving holiday and expressed her thankfulness to be serving Garden Grove. She encouraged everyone to participate in the BIGG campaign in support of the City's local businesses and a chance to win cash prizes. More information is available on the City's website at <https://ggcity.org/bigg/blackfriday>

City Attorney Sandoval stated that there were two items discussed during closed session and that there is no reportable action.

ADJOURNMENT

At 8:50 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting will be held on Tuesday, November 28, 2023, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy
City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Patricia Song
Dept.:	City Manager	Dept.:	Finance
Subject:	Receive and file warrants. (<i>Action Item</i>)	Date:	12/12/2023

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	12/7/2023	Warrants	11242023_PR.pdf

City of Garden Grove
Certificate of Warrants
Register Date:
Nov 30, 2023

This is to certify the demands covered by EFT numbers 00031727 through 00032363 and check numbers 00185615 through 00185622 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note:

A handwritten signature in black ink, appearing to read 'Patricia Song', written over a horizontal line.

Finance Director
Patricia Song

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates Nov 30, 2023

Report Generated on Nov 29, 2023 4:37:25 PM

Page 2

PY - Payroll

Check Type: CHK

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00185615	E00977	BELAIR, DIANE	11/30/2023	\$2,543.60
00185616	E05127	FLORES, ERIKA	11/30/2023	\$109.26
00185617	E05120	NGUYEN, VICKY	11/30/2023	\$310.71
00185618	E05105	RODRIGUEZ, ROGER	11/30/2023	\$434.20
00185619	E05149	VAZQUEZ, ELOISA E	11/30/2023	\$254.94
00185620	E05163	VO, EDWIN N	11/30/2023	\$451.61
00185621	E03529	ROCHA, MICHAEL F	11/30/2023	\$2,227.79
00185622	E05067	SANCHEZ, MARTIN	11/30/2023	\$137.90
			CHK - Total	\$6,470.01

Check Type: EFT

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00031727	E03973	AVILA, VERONICA	11/30/2023	\$2,813.33
00031728	E04755	BRIETIGAM III, GEORGE S	11/30/2023	\$632.18
00031729	E02788	DAVIS, JEFFREY P	11/30/2023	\$3,107.69
00031730	E05080	DOVINH, JOSEPH T	11/30/2023	\$599.99
00031731	E04994	GREENUP, BREANNA C	11/30/2023	\$1,004.33
00031732	E00803	HADDAD, PAMELA M	11/30/2023	\$2,276.35
00031733	E04131	HERREN, NOELLE N	11/30/2023	\$3,265.64
00031734	E03612	JONES, STEVEN R	11/30/2023	\$306.22
00031735	E04442	KIM, LISA L	11/30/2023	\$5,567.12
00031736	E04536	KLOPFENSTEIN, STEPHANIE L	11/30/2023	\$468.27
00031737	E05072	LOPEZ, CARLOS	11/30/2023	\$1,836.78
00031738	E02787	MORAN, MARIE L	11/30/2023	\$3,065.41
00031739	E04537	NGUYEN, KIM B	11/30/2023	\$596.79
00031740	E04534	ONEILL, JOHN R	11/30/2023	\$639.45
00031741	E04528	PARK, SHAWN S	11/30/2023	\$2,518.87
00031742	E04443	POLLOCK, AMANDA M	11/30/2023	\$2,152.87
00031743	E06945	POMEROY, TERESA L	11/30/2023	\$4,026.64
00031744	E01964	PULIDO, ANA E	11/30/2023	\$4,693.03
00031745	E05057	SATO, MICH I L	11/30/2023	\$2,753.60
00031746	E03715	THAI, KRISTY H	11/30/2023	\$2,585.85
00031747	E05079	TRAN, CINDY NGOC	11/30/2023	\$639.67

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates Nov 30, 2023

Report Generated on Nov 29, 2023 4:37:25 PM

Page 3

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00031748	E03983	VASQUEZ, LIZABETH C	11/30/2023	\$2,667.59
00031749	E04971	VITAL, ANDREA	11/30/2023	\$1,899.19
00031750	E04230	WIMMER, MISSY M	11/30/2023	\$1,576.92
00031751	E04944	ANDERSON CAMBA, ASHLEIGH R	11/30/2023	\$2,434.37
00031752	E04764	BRADLEY, JANNA K	11/30/2023	\$2,890.36
00031753	E03766	CERDA, MARY C	11/30/2023	\$2,261.52
00031754	E04673	HART, BRANDI M	11/30/2023	\$1,875.94
00031755	E04363	KWAN, LIANE Y	11/30/2023	\$3,911.45
00031756	E01985	LEE, JANY H	11/30/2023	\$8,278.66
00031757	E03420	PROCTOR, SHERRILL A	11/30/2023	\$2,560.59
00031758	E05078	SANCHEZ, GIOVANNI P	11/30/2023	\$2,253.50
00031759	E04417	STEPHENSON, CAITLYN M	11/30/2023	\$2,462.44
00031760	E02115	STOVER, LAURA J	11/30/2023	\$6,741.23
00031761	E05082	YIN, ARTHUR	11/30/2023	\$2,258.34
00031762	E04390	AMBRIZ, STEPHANIE	11/30/2023	\$1,446.07
00031763	E04445	BROWN, KAREN J	11/30/2023	\$339.47
00031764	E03313	BUI, AI N	11/30/2023	\$686.01
00031765	E05183	CANTU, JANICE	11/30/2023	\$1,967.19
00031766	E05068	CASTELLON, ALVARO A	11/30/2023	\$4,495.29
00031767	E04961	CHAO, VICTORIA	11/30/2023	\$1,699.58
00031768	E03686	CHAVEZ, JAIME F	11/30/2023	\$1,728.67
00031769	E03760	CHUNG, JANET J	11/30/2023	\$2,725.29
00031770	E05094	CORTEZ, ELIZABETH M.	11/30/2023	\$2,252.15
00031771	E04957	CURTSEIT, MARIA	11/30/2023	\$2,315.91
00031772	E04960	FUKAZAWA, KEISUKE	11/30/2023	\$2,115.58
00031773	E05055	GAMINO, LINDA M	11/30/2023	\$1,435.67
00031774	E03877	GOMEZ, STEVEN E	11/30/2023	\$1,772.53
00031775	E03016	HERNANDEZ, GARY F	11/30/2023	\$1,822.89
00031776	E04569	HOFFMAN, CORINNE L	11/30/2023	\$2,543.75
00031777	E05167	LOFFLER, SARAH N	11/30/2023	\$1,545.07
00031778	E00057	MANALANSAN, NEAL M	11/30/2023	\$2,256.17
00031779	E01668	MAY, ROBERT W	11/30/2023	\$1,748.38
00031780	E01393	MENDEZ, ANGELA M	11/30/2023	\$2,186.58
00031781	E03628	MENDOZA, CHRISTI C	11/30/2023	\$2,121.71
00031782	E04958	NGO, TINA	11/30/2023	\$2,927.56

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates Nov 30, 2023

Report Generated on Nov 29, 2023 4:37:25 PM

Page 4

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00031783	E04838	NIGATU, SELAMAWIT	11/30/2023	\$3,134.67
00031784	E02429	PHAM, ANH	11/30/2023	\$1,921.37
00031785	E03610	RAMIREZ, EVA	11/30/2023	\$2,154.86
00031786	E04973	RAMOS, NANCY	11/30/2023	\$3,183.98
00031787	E05097	RODRIGUEZ, SEBASTIAN	11/30/2023	\$2,114.46
00031788	E03539	SEGAWA, SANDRA E	11/30/2023	\$4,076.82
00031789	E04780	SONG, YUAN	11/30/2023	\$5,497.72
00031790	E03085	VICTORIA, PAUL E	11/30/2023	\$1,554.25
00031791	E04859	VO, MY TRA	11/30/2023	\$4,132.32
00031792	E03433	WESTON, RETA J	11/30/2023	\$550.89
00031793	E04674	WHITTAKER DEGEN, HELEN E	11/30/2023	\$143.44
00031794	E04527	YOO, MEENA	11/30/2023	\$2,903.66
00031795	E04493	ANDREWS, STEVEN F	11/30/2023	\$2,699.05
00031796	E00845	CHANG, TERENCE S	11/30/2023	\$3,153.79
00031797	E05091	ENCISO, MARIA VERONICA M	11/30/2023	\$2,245.41
00031798	E03498	ESPINOZA, VERNA L	11/30/2023	\$2,467.16
00031799	E04523	GALLO, CESAR	11/30/2023	\$3,422.85
00031800	E04415	GOLD, ANNA L	11/30/2023	\$2,313.01
00031801	E04713	HINGCO, ERNIE E	11/30/2023	\$2,221.45
00031802	E02617	KLOESS, GEOFFREY A	11/30/2023	\$4,654.46
00031803	E03571	MORAGRAAN, RACHOT	11/30/2023	\$4,234.85
00031804	E05071	OCHOA, NICOLAS E	11/30/2023	\$2,515.81
00031805	E01277	PROFFITT, NOEL J	11/30/2023	\$3,784.61
00031806	E01901	RAO, ANAND V	11/30/2023	\$6,834.67
00031807	E05073	SEYMOUR, DAVID M	11/30/2023	\$958.92
00031808	E04395	SWANSON, MATTHEW T	11/30/2023	\$2,053.79
00031809	E01674	VALENZUELA, ANTHONY	11/30/2023	\$1,809.50
00031810	E00809	VICTORIA, ROD T	11/30/2023	\$2,648.58
00031811	E03509	WINSTON, TERREL KEITH	11/30/2023	\$3,429.13
00031812	E03725	ABU HAMDIYYAH, AMEENAH	11/30/2023	\$2,154.45
00031813	E02996	ASHLEIGH, JULIE A	11/30/2023	\$2,305.43
00031814	E03601	CHUNG, CHRISTOPHER	11/30/2023	\$6,615.23
00031815	E00128	CRAMER, RITA M	11/30/2023	\$2,589.90
00031816	E04394	DAHLHEIMER, BRYSON T	11/30/2023	\$31.36
00031817	E04879	DAKE, RYAN J	11/30/2023	\$2,459.76

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates Nov 30, 2023

Report Generated on Nov 29, 2023 4:37:25 PM

Page 5

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00031818	E04578	DENT, DAVID A	11/30/2023	\$4,897.23
00031819	E03531	HERNANDEZ, RALPH V	11/30/2023	\$2,459.17
00031820	E04855	HERRERA JR, ARMANDO	11/30/2023	\$1,741.62
00031821	E03410	HODSON, AARON J	11/30/2023	\$2,309.24
00031822	E04716	KASKLA, PRIIT J	11/30/2023	\$2,400.38
00031823	E04959	LE, KENNETH H	11/30/2023	\$2,170.73
00031824	E04490	LY, HUONG Q	11/30/2023	\$2,424.34
00031825	E04194	MARTINEZ, MARIA L	11/30/2023	\$3,122.96
00031826	E03044	MOORE, JUDITH A	11/30/2023	\$2,301.27
00031827	E04635	NGUYEN, PHU T	11/30/2023	\$4,065.95
00031828	E02842	PARRA, MARIA C	11/30/2023	\$3,239.29
00031829	E05172	QUENTAL, RYAN	11/30/2023	\$2,189.27
00031830	E04992	ROBLES, ALFONSO	11/30/2023	\$2,622.55
00031831	E04862	TRAN, JAKE P	11/30/2023	\$2,088.75
00031832	E05048	TUONG, NGHIA T	11/30/2023	\$2,304.89
00031833	E05053	VU, VINNY X	11/30/2023	\$1,793.58
00031834	E05150	WETZEL, NIKI	11/30/2023	\$4,697.21
00031835	E03643	ALVARADO, YOLANDA A	11/30/2023	\$1,937.91
00031836	E04771	BAILOR, REBECCA J	11/30/2023	\$249.23
00031837	E04988	BAUTISTA, BRENDA	11/30/2023	\$2,267.72
00031838	E02658	CAMARENA, RACHEL M	11/30/2023	\$2,218.49
00031839	E01588	CAMARENA, RENE	11/30/2023	\$2,460.96
00031840	E01902	CASILLAS, VICTORIA M	11/30/2023	\$2,145.07
00031841	E05101	CASTANEDA, LILIANA	11/30/2023	\$233.09
00031842	E05121	CASTRO PEREZ, ANDREA	11/30/2023	\$87.41
00031843	E05058	CATAQUIZ, CHARLIZE N	11/30/2023	\$334.61
00031844	E03304	CHUMACERO, DEANNA M	11/30/2023	\$1,972.64
00031845	E04611	CROSS, AMANDA D	11/30/2023	\$2,056.96
00031846	E04653	DIAZ, GABRIELA	11/30/2023	\$626.63
00031847	E05013	DINH, TIFFANY	11/30/2023	\$430.21
00031848	E05090	ESCARENO, MELISSA	11/30/2023	\$367.84
00031849	E05158	FABIAN, SHARON J	11/30/2023	\$254.94
00031850	E05015	FALETOI, TERRY U	11/30/2023	\$397.04
00031851	E02120	FRAUSTO, LUIZ F	11/30/2023	\$346.44
00031852	E04679	FREEMAN, MARK C	11/30/2023	\$4,054.78

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates Nov 30, 2023

Report Generated on Nov 29, 2023 4:37:25 PM

Page 6

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00031853	E04481	GARCIA, JARED D	11/30/2023	\$497.90
00031854	E05185	GARCIA, KATY	11/30/2023	\$589.42
00031855	E04253	GARCIA, VANESSA L	11/30/2023	\$674.85
00031856	E05069	GARCIA, VERONICA	11/30/2023	\$116.09
00031857	E03337	GODDARD, JENNIFER DANIELLE	11/30/2023	\$2,883.51
00031858	E00940	GRANT, JACOB R	11/30/2023	\$4,446.96
00031859	E04967	HASHEMI, SETAREH	11/30/2023	\$334.61
00031860	E05152	HERNANDEZ, CLARISSA	11/30/2023	\$386.05
00031861	E05147	LE, WILSON D	11/30/2023	\$422.47
00031862	E05032	LEE, JASON J	11/30/2023	\$254.94
00031863	E03603	MA AE, ELAINE M	11/30/2023	\$3,214.37
00031864	E05140	MARTINEZ, ERICK	11/30/2023	\$412.70
00031865	E05148	MAZARIEGOS, ALEXA X	11/30/2023	\$357.37
00031866	E01552	MEDINA, JESUS	11/30/2023	\$1,819.31
00031867	E00455	MEDINA, JUAN	11/30/2023	\$2,479.97
00031868	E05186	MELVIN, ALEXIS	11/30/2023	\$305.46
00031869	E02808	MONTANCHEZ, JOHN A	11/30/2023	\$6,059.54
00031870	E05128	NAEA, IRIEANNA M	11/30/2023	\$284.08
00031871	E05126	NGO, Y N	11/30/2023	\$189.38
00031872	E04947	NGUYEN, ALEXANDER H	11/30/2023	\$444.32
00031873	E04391	NICHOLAS, NOEL N	11/30/2023	\$1,573.01
00031874	E04931	NODAL, NATALIE	11/30/2023	\$302.29
00031875	E00785	OCADIZ HERNANDEZ, GABRIELA	11/30/2023	\$5,095.82
00031876	E04965	ORDUNO, SAMANTHA	11/30/2023	\$406.14
00031877	E05164	PARCELL, SAMANTHA M	11/30/2023	\$371.48
00031878	E03361	PELAYO, JANET E	11/30/2023	\$4,261.58
00031879	E05137	PHAN, BRYAN L	11/30/2023	\$72.84
00031880	E04777	PHAN, EDOUARD T	11/30/2023	\$234.91
00031881	E03893	PICKRELL, ARIELLE	11/30/2023	\$53.43
00031882	E05116	PRADO, ALEXA	11/30/2023	\$414.27
00031883	E02754	REYNOSO, SUGEIRY	11/30/2023	\$2,724.44
00031884	E05103	RODRIGUEZ, MATTHEW S	11/30/2023	\$218.52
00031885	E03362	ROMERO, MARINA Y	11/30/2023	\$2,148.99
00031886	E04684	ROSALES, MARIA D	11/30/2023	\$428.17
00031887	E04614	ROSAS, TANYA	11/30/2023	\$522.40

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates Nov 30, 2023

Report Generated on Nov 29, 2023 4:37:25 PM

Page 7

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00031888	E01893	SAUCEDO, DANA MARIE	11/30/2023	\$3,366.03
00031889	E00925	SCHLUMBERGER, EMERON J	11/30/2023	\$1,100.77
00031890	E04926	SERNA, SAMANTHA M	11/30/2023	\$288.39
00031891	E04795	SIEVE, MYCHAELLA J	11/30/2023	\$569.89
00031892	E05151	SORIANO, KIMBERLY A	11/30/2023	\$913.83
00031893	E05030	TRIGGS, MARY SHANNON	11/30/2023	\$329.37
00031894	E04924	TU, KATHY	11/30/2023	\$218.52
00031895	E01396	VALDIVIA, CLAUDIA	11/30/2023	\$3,754.37
00031896	E00015	VAN SICKLE, JEFFREY	11/30/2023	\$2,727.90
00031897	E04687	VARGAS, SAMANTHA B	11/30/2023	\$406.29
00031898	E05046	VARGAS-CABRERA, ARMANDO	11/30/2023	\$415.19
00031899	E05018	VILLEGAS, MIA A	11/30/2023	\$80.12
00031900	E04274	WILMES, DAVID M	11/30/2023	\$438.27
00031901	E05070	XOOL VARGAS, RUDY G	11/30/2023	\$196.67
00031902	E05076	XU, CHARLIE	11/30/2023	\$211.24
00031903	E05175	AGUILAR, JENNIFER	11/30/2023	\$371.48
00031904	E03819	ALAMILLO, MARCOS R	11/30/2023	\$4,401.87
00031905	E03712	ALARCON, CLAUDIA	11/30/2023	\$4,470.99
00031906	E03616	ALCARAZ, MARIA A	11/30/2023	\$2,760.95
00031907	E00121	ALLISON, WILLIAM	11/30/2023	\$6,574.65
00031908	E04873	ALVARADO, MADELINE M	11/30/2023	\$2,486.40
00031909	E04080	ALVAREZ BROWN, RICHARD A	11/30/2023	\$0.00
00031910	E05028	AMAYA, JOSE J	11/30/2023	\$6,757.84
00031911	E03011	ANDERSON, BOBBY B	11/30/2023	\$4,331.83
00031912	E05040	ARCHULETA, ANDREW M	11/30/2023	\$4,065.69
00031913	E01234	ARELLANO, PEDRO R	11/30/2023	\$4,741.63
00031914	E04875	ARROYO, SANDRA M	11/30/2023	\$3,822.51
00031915	E04497	ASHBAUGH, TIMOTHY R	11/30/2023	\$4,263.95
00031916	E03397	ASHBY, PAUL W	11/30/2023	\$4,394.47
00031917	E04719	ATWOOD, MARIA S	11/30/2023	\$3,525.84
00031918	E04613	AVALOS JR, FRANCISCO	11/30/2023	\$2,782.30
00031919	E04033	AVALOS, KATHERINE MARIE	11/30/2023	\$2,792.78
00031920	E04550	BAEK, SHARON S	11/30/2023	\$2,799.41
00031921	E05062	BAEZ, JASMIN	11/30/2023	\$532.45
00031922	E04209	BAINTO, JUDY A	11/30/2023	\$540.64

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates Nov 30, 2023

Report Generated on Nov 29, 2023 4:37:25 PM

Page 8

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00031923	E04778	BAKER, COLLIN E	11/30/2023	\$3,607.87
00031924	E03005	BANKSON, JOHN F	11/30/2023	\$5,161.23
00031925	E04645	BARRAZA, RENE	11/30/2023	\$6,439.76
00031926	E05041	BARRIOS-ROA, JAYDE D.	11/30/2023	\$2,805.17
00031927	E04432	BEHZAD, JOSHUA K	11/30/2023	\$3,152.02
00031928	E04951	BELLO, ANGELICA	11/30/2023	\$2,088.84
00031929	E03006	BELTHIUS, LISA A	11/30/2023	\$255.39
00031930	E04976	BELTHIUS, TYLER E	11/30/2023	\$393.34
00031931	E04753	BERENGER, BEAU A	11/30/2023	\$4,826.62
00031932	E03296	BERESFORD, EVAN S	11/30/2023	\$4,671.42
00031933	E01604	BERLETH, RYAN S	11/30/2023	\$2,280.34
00031934	E03443	BLUM, JAMES A	11/30/2023	\$3,928.92
00031935	E03363	BOWEN, GENA M	11/30/2023	\$1,953.69
00031936	E04767	BOWMAN, TROY F	11/30/2023	\$3,220.30
00031937	E04963	BOYENS III, ROBERT	11/30/2023	\$4,590.20
00031938	E00946	BROME, KAREN D	11/30/2023	\$2,266.37
00031939	E04803	BRANTNER, BRITTANEE N	11/30/2023	\$1,829.34
00031940	E05083	BRITTON, CODY W	11/30/2023	\$2,882.85
00031941	E03380	BROWN, JEFFREY A	11/30/2023	\$6,374.52
00031942	E03968	BRUNICK, CARISSA L	11/30/2023	\$2,639.05
00031943	E05074	BUJANONDA, CHANON	11/30/2023	\$3,855.06
00031944	E02031	BURILLO, RICHARD O	11/30/2023	\$6,122.28
00031945	E03972	BUSTILLOS, RYAN V	11/30/2023	\$3,417.79
00031946	E05077	CAGLE, RONALD L	11/30/2023	\$1,978.34
00031947	E03964	CAMARA, DANIEL A	11/30/2023	\$3,251.69
00031948	E04074	CAMPOS, JESENIA	11/30/2023	\$2,315.67
00031949	E03739	CAPPS, THOMAS A	11/30/2023	\$5,597.68
00031950	E05002	CARBALLO, MILTON A	11/30/2023	\$3,192.94
00031951	E02372	CENTENO, JUAN C	11/30/2023	\$5,206.67
00031952	E03607	CHANG, DAVID Y H	11/30/2023	\$2,634.98
00031953	E03481	CHAURAN HAIRGROVE, TAMMY L	11/30/2023	\$3,797.07
00031954	E04498	CHEATHAM, JEROME L	11/30/2023	\$4,908.67
00031955	E03423	CHOWDHURY, JACINTA F	11/30/2023	\$1,946.73
00031956	E00003	CIBOSKY, COURTNEY P	11/30/2023	\$3,416.34
00031957	E04539	CLASBY JR, BRIAN M	11/30/2023	\$1,105.65

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates Nov 30, 2023

Report Generated on Nov 29, 2023 4:37:25 PM

Page 9

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00031958	E04832	CORTEZ JR, DARRYL B	11/30/2023	\$3,115.99
00031959	E04666	CORTEZ, JULIO C	11/30/2023	\$4,476.19
00031960	E01796	COULTER, GARY L	11/30/2023	\$6,276.52
00031961	E04555	CRUZ, REYNA	11/30/2023	\$2,072.56
00031962	E01364	DALTON, BRIAN D	11/30/2023	\$5,096.84
00031963	E04874	DANG, JOHN	11/30/2023	\$1,458.31
00031964	E00126	DANIELEY III, CHARLIE H	11/30/2023	\$1,492.93
00031965	E04503	DAVILA, ISAAC	11/30/2023	\$3,625.87
00031966	E04431	DE ALMEIDA LOPES, NICHOLAS A	11/30/2023	\$4,907.01
00031967	E04731	DE PADUA, TANNER C	11/30/2023	\$3,682.36
00031968	E03691	DELGADO JR, JUAN L	11/30/2023	\$19,614.61
00031969	E03395	DIX, JENNIFER A	11/30/2023	\$2,732.08
00031970	E05088	DOAN, THOMMY	11/30/2023	\$3,106.58
00031971	E02313	DOSCHER, RONALD A	11/30/2023	\$4,096.67
00031972	E04586	DOVEAS, CHRISTOPHER C	11/30/2023	\$465.31
00031973	E04281	DRISCOLL, RUSSELL B	11/30/2023	\$2,389.38
00031974	E04844	DUARTE, TAYLOR M	11/30/2023	\$3,457.91
00031975	E04720	DUDLEY, BROD D	11/30/2023	\$4,014.72
00031976	E03625	EARLE, CHRISTOPHER M	11/30/2023	\$4,276.74
00031977	E03740	EL FARFA, AMIR A	11/30/2023	\$6,603.97
00031978	E03927	ELHAMI, MICHAEL K	11/30/2023	\$4,764.26
00031979	E03933	ELIZONDO, BENJAMIN M	11/30/2023	\$4,150.11
00031980	E04016	ELIZONDO, FLOR DE LIS	11/30/2023	\$2,643.18
00031981	E01598	ELSOUSOU, HELENA	11/30/2023	\$3,808.87
00031982	E02708	ENRIQUEZ, JOHN G	11/30/2023	\$822.95
00031983	E05174	ESCOBAR, MARIANA	11/30/2023	\$451.61
00031984	E04334	ESCOBEDO, JOSHUA N	11/30/2023	\$4,591.19
00031985	E02724	ESTLOW, STEPHEN C	11/30/2023	\$4,060.26
00031986	E04358	ESTRADA MONSANTO, MICHELLE N	11/30/2023	\$3,791.79
00031987	E04748	FAJARDO, JESUS	11/30/2023	\$3,504.66
00031988	E04303	FERREIRA JR, HECTOR	11/30/2023	\$3,550.27
00031989	E01663	FERRIN, KORY C	11/30/2023	\$5,998.49
00031990	E03976	FIGUEREDO, GEORGE R	11/30/2023	\$4,629.72
00031991	E04774	FLINN, PATRICIA C	11/30/2023	\$3,039.51
00031992	E02887	FOSTER, VICTORIA M	11/30/2023	\$1,603.82

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates Nov 30, 2023

Report Generated on Nov 29, 2023 4:37:25 PM

Page 10

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00031993	E02963	FRANKS, JAMES D	11/30/2023	\$4,129.37
00031994	E04747	FRESENIUS, ROBERT D	11/30/2023	\$3,095.27
00031995	E00903	FRUTOS, VERONICA	11/30/2023	\$2,022.65
00031996	E04729	GARCIA, JOSEPH A	11/30/2023	\$3,043.61
00031997	E03086	GARCIA, PETE	11/30/2023	\$4,584.03
00031998	E03659	GARNER, AMANDA B	11/30/2023	\$2,151.05
00031999	E04351	GERDIN, MICHAEL E	11/30/2023	\$3,767.63
00032000	E04542	GIFFORD, ROBERT J	11/30/2023	\$3,615.71
00032001	E04658	GIRGENTI, BRIAN C	11/30/2023	\$4,300.22
00032002	E04401	GLEASON, SEAN M	11/30/2023	\$3,499.79
00032003	E04917	GOMEZ, JESUS	11/30/2023	\$2,804.27
00032004	E04863	GONZALEZ JR, GONZALO	11/30/2023	\$3,884.94
00032005	E05003	HA, DANNY	11/30/2023	\$4,102.45
00032006	E04732	HADDEN, TRAVIS J	11/30/2023	\$3,196.96
00032007	E04787	HALEY, KYLE N	11/30/2023	\$4,368.93
00032008	E03527	HALLER, TROY	11/30/2023	\$5,842.15
00032009	E03402	HEINE, STEVEN H	11/30/2023	\$4,989.14
00032010	E05157	HERNANDEZ CALLEROS, SAIRA	11/30/2023	\$1,808.07
00032011	E04872	HERNANDEZ, KRISTINA L	11/30/2023	\$1,902.92
00032012	E02469	HERRERA, JOSE D	11/30/2023	\$4,711.37
00032013	E04244	HINGCO, PINKY C	11/30/2023	\$3,702.69
00032014	E03713	HOLLOWAY, WILLIAM T	11/30/2023	\$4,663.25
00032015	E04739	HOWARD, JASON A	11/30/2023	\$3,991.69
00032016	E04654	HURLEY, KIRK P	11/30/2023	\$3,811.59
00032017	E04089	HUTCHINS, DONALD J	11/30/2023	\$16,777.84
00032018	E03815	HUYNH, AI KELLY	11/30/2023	\$2,879.06
00032019	E03559	HUYNH, THI A	11/30/2023	\$4,795.33
00032020	E04915	ITURRALDE, JENNIFER L	11/30/2023	\$1,808.07
00032021	E04583	JENSEN, MICHAEL J	11/30/2023	\$4,777.04
00032022	E02935	JENSEN, NICKOLAS K	11/30/2023	\$5,149.34
00032023	E04587	JIMENEZ JR, EFRAIN A	11/30/2023	\$4,972.48
00032024	E04781	JIMENEZ TAVAREZ, SERGIO J	11/30/2023	\$3,115.71
00032025	E04655	JOHNSON, CODY M	11/30/2023	\$2,781.70
00032026	E03368	JOHNSON, JASON L	11/30/2023	\$4,376.80
00032027	E03831	JORDAN, GERALD F	11/30/2023	\$4,912.31

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates Nov 30, 2023

Report Generated on Nov 29, 2023 4:37:25 PM

Page 11

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00032028	E04444	JULIENNE, PATRICK R	11/30/2023	\$4,166.76
00032029	E04460	KAISER, GEORGE R	11/30/2023	\$654.92
00032030	E04559	KELLEY, KRISTOFER D	11/30/2023	\$3,090.54
00032031	E04353	KEUILIAN, SHELBY	11/30/2023	\$2,310.82
00032032	E04663	KIM, CHAD B	11/30/2023	\$3,341.12
00032033	E04641	KIM, EDWARD K	11/30/2023	\$461.80
00032034	E04538	KIMBERLY, ALLYSON L	11/30/2023	\$2,026.12
00032035	E03932	KIVLER, ROBERT J	11/30/2023	\$3,703.34
00032036	E03389	KOLANO, JOSEPH L	11/30/2023	\$3,246.73
00032037	E03294	KOVACS, LEA K	11/30/2023	\$4,087.65
00032038	E05000	KOVACS, TIMOTHY M	11/30/2023	\$3,659.87
00032039	E04669	KOVACS, TIMOTHY P	11/30/2023	\$5,919.14
00032040	E03484	KUNKEL, PETER M	11/30/2023	\$4,385.38
00032041	E04857	LANG, MICHAEL J	11/30/2023	\$4,023.29
00032042	E03511	LAZENBY, NICHOLAS A	11/30/2023	\$4,196.75
00032043	E04877	LE, BAO TINH THI	11/30/2023	\$2,112.86
00032044	E04021	LEE, RAPHAEL M	11/30/2023	\$4,463.76
00032045	E03488	LEYVA, ERICK	11/30/2023	\$24,106.32
00032046	E04541	LINK, DEREK M	11/30/2023	\$18,058.47
00032047	E00030	LOERA JR, RAFAEL	11/30/2023	\$5,539.94
00032048	E05033	LOFFLER, CHARLES H	11/30/2023	\$6,586.25
00032049	E05066	LORD, MARK A	11/30/2023	\$4,640.61
00032050	E04581	LOWEN, BRADLEY A	11/30/2023	\$3,251.11
00032051	E04761	LUCATERO, JESSE A	11/30/2023	\$3,696.14
00032052	E00027	LUKAS, STEVEN W	11/30/2023	\$2,374.96
00032053	E04048	LUX, ROBERT D	11/30/2023	\$3,503.86
00032054	E03663	LUX, RYAN M	11/30/2023	\$4,338.33
00032055	E04772	LY, LINDALINH THU	11/30/2023	\$2,439.23
00032056	E04661	MACHUCA, ROBERTO	11/30/2023	\$5,392.75
00032057	E03752	MACY, TAYLOR A	11/30/2023	\$4,136.06
00032058	E04532	MANIACI, GIANLUCA F	11/30/2023	\$4,225.14
00032059	E04435	MARCHAND, MATTHEW P	11/30/2023	\$4,676.29
00032060	E01359	MARTINEZ JR, MARIO	11/30/2023	\$6,437.36
00032061	E04974	MARTINEZ, JUANITA PATRICIA	11/30/2023	\$3,315.87
00032062	E02792	MATA, RAQUEL D	11/30/2023	\$855.17

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates Nov 30, 2023

Report Generated on Nov 29, 2023 4:37:25 PM

Page 12

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00032063	E04656	MAZON, JORGE L	11/30/2023	\$3,306.22
00032064	E02796	MCFARLANE, MARIA C	11/30/2023	\$2,899.99
00032065	E06761	MEEKS, REBECCA S	11/30/2023	\$5,306.46
00032066	E03826	MEERS, BRYAN J	11/30/2023	\$3,498.44
00032067	E02655	MENDOZA CAMPOS, MELISSA	11/30/2023	\$2,952.79
00032068	E03965	MIHALIK, DANNY J	11/30/2023	\$3,836.92
00032069	E04804	MONTECINOS, LAUREN MARIE	11/30/2023	\$2,829.02
00032070	E04865	MORIN, LINDA M	11/30/2023	\$3,570.55
00032071	E04352	MORSE, JEREMY N	11/30/2023	\$3,848.29
00032072	E01940	MORTON, NATHAN D	11/30/2023	\$4,186.53
00032073	E04454	MOSER, MICHAEL A	11/30/2023	\$19,676.66
00032074	E03929	MURILLO JR, RAUL	11/30/2023	\$4,637.91
00032075	E04626	MURO, JASON M	11/30/2023	\$4,774.19
00032076	E04577	MUSCHETTO, PATRICK J	11/30/2023	\$3,909.55
00032077	E03422	NADOLSKI, THOMAS R	11/30/2023	\$2,615.09
00032078	E05084	NAKANO HITZKE, SARAH V	11/30/2023	\$2,954.72
00032079	E04111	NEELY, JACOB J	11/30/2023	\$3,765.46
00032080	E05111	NGUYEN, HAU D	11/30/2023	\$383.14
00032081	E02813	NGUYEN, TRINA T	11/30/2023	\$2,803.71
00032082	E04540	NIKOLIC, ADAM C	11/30/2023	\$6,442.63
00032083	E05146	NIZ, IXA N	11/30/2023	\$1,877.95
00032084	E05054	NUNEZ, BREANNE S	11/30/2023	\$2,795.92
00032085	E03350	OLIVO, JOSHUA T	11/30/2023	\$4,853.51
00032086	E04035	ORTIZ, STEVEN TRUJILLO	11/30/2023	\$2,864.29
00032087	E03427	PANELLA, JOSEPH N	11/30/2023	\$2,577.91
00032088	E04910	PAQUA, BRANDON J	11/30/2023	\$2,880.82
00032089	E01948	PARK, BRANDY J	11/30/2023	\$3,552.11
00032090	E02995	PAYAN, CRISTINA V	11/30/2023	\$4,225.60
00032091	E00824	PAYAN, LUIS A	11/30/2023	\$28,604.98
00032092	E04843	PEREZ, EMMANUEL	11/30/2023	\$3,525.86
00032093	E00145	PERKINS, JASON S	11/30/2023	\$5,783.93
00032094	E04429	PHAM, PHILLIP H	11/30/2023	\$3,563.97
00032095	E06938	PLUARD, DOUGLAS A	11/30/2023	\$5,664.24
00032096	E03299	POLOPEK, COREY T	11/30/2023	\$3,937.47
00032097	E05173	PONCE, GALILEA	11/30/2023	\$554.53

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates Nov 30, 2023

Report Generated on Nov 29, 2023 4:37:25 PM

Page 13

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00032098	E05050	QUANG, DENNIS	11/30/2023	\$3,095.99
00032099	E04788	QUIROZ, LUIS A	11/30/2023	\$2,700.92
00032100	E05100	RAABE, MATTHEW A	11/30/2023	\$3,134.66
00032101	E03967	RAMIREZ OROZCO, SINDY	11/30/2023	\$3,563.94
00032102	E04955	RAMIREZ, KAYLYN C	11/30/2023	\$2,553.13
00032103	E03390	RAMIREZ, LUIS F	11/30/2023	\$11,136.68
00032104	E05021	RAMIREZ, TERRA M	11/30/2023	\$3,535.14
00032105	E04914	RAMOS, RODOLFO B	11/30/2023	\$291.36
00032106	E03217	RANEY, JOHN E	11/30/2023	\$4,440.05
00032107	E04941	RASMUSSEN, TRENTON L	11/30/2023	\$3,047.31
00032108	E04659	REED, THOMAS S	11/30/2023	\$3,867.98
00032109	E03486	REYES, RON A	11/30/2023	\$4,042.71
00032110	E04911	RICHARDS, BRYANT D	11/30/2023	\$2,848.99
00032111	E04437	RICHMOND, RYAN R	11/30/2023	\$4,104.30
00032112	E04860	ROCHA, RUDY A	11/30/2023	\$1,819.91
00032113	E04738	RODRIGUEZ, DANIEL	11/30/2023	\$3,615.64
00032114	E04082	RODRIGUEZ, JENNIFER M	11/30/2023	\$3,223.49
00032115	E05001	RODRIGUEZ, RYAN ELIJAH	11/30/2023	\$4,645.61
00032116	E04438	ROGERS, CHRISTIN E	11/30/2023	\$3,614.78
00032117	E04385	ROJAS, ASHLEY C	11/30/2023	\$2,716.78
00032118	E04507	ROMBOUGH, JENNIFER V	11/30/2023	\$2,918.15
00032119	E05176	RUFF, KATHERINE	11/30/2023	\$430.81
00032120	E04552	RUZIECKI, ERIC T	11/30/2023	\$4,581.64
00032121	E02845	SALAZAR, SEAN M	11/30/2023	\$4,281.78
00032122	E04845	SALGADO JR., ALFREDO	11/30/2023	\$3,359.76
00032123	E03297	SAMOFF, TANYA L	11/30/2023	\$3,157.30
00032124	E02646	SANTANA, LINO G	11/30/2023	\$8,666.53
00032125	E05086	SEELY, BRITTANY L	11/30/2023	\$116.54
00032126	E03035	SEYMOUR, SUSAN A I	11/30/2023	\$3,574.89
00032127	E04282	SHELGREN, CHRISTOPHER M	11/30/2023	\$3,829.87
00032128	E04616	SHIPLEY, AARON T	11/30/2023	\$2,781.18
00032129	E02937	SHORROW, NICOLE D	11/30/2023	\$3,892.57
00032130	E04864	SILVA, LEVI JOENIEL	11/30/2023	\$3,502.79
00032131	E04576	SIMONS, SHAYLEN L	11/30/2023	\$3,615.50
00032132	E04934	SLETTVET, HEATHER P	11/30/2023	\$2,860.51

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates Nov 30, 2023

Report Generated on Nov 29, 2023 4:37:25 PM

Page 14

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00032133	E02587	SOSEBEE, DANNY J	11/30/2023	\$3,423.62
00032134	E03563	SPELLMAN, MARSHA D	11/30/2023	\$3,398.38
00032135	E04500	STAAL, GAREY D	11/30/2023	\$10,266.83
00032136	E03218	STARNES, CHARLES W	11/30/2023	\$4,898.01
00032137	E03761	STEPHENSON III, ROBERT M	11/30/2023	\$6,094.49
00032138	E04584	STROUD, BRIAN T	11/30/2023	\$5,108.26
00032139	E02979	TESSIER, PAUL M	11/30/2023	\$4,781.37
00032140	E04449	TRAN, SPENCER T	11/30/2023	\$3,380.23
00032141	E05145	VACCARO, CHRISTIAN L	11/30/2023	\$233.09
00032142	E02982	VAICARO, VINCENTE J	11/30/2023	\$5,773.04
00032143	E05178	VALDEZ, GREGORY N.	11/30/2023	\$1,861.20
00032144	E03053	VALENCIA, EDGAR	11/30/2023	\$4,745.43
00032145	E04667	VAUGHN, CALEB I	11/30/2023	\$1,751.74
00032146	E04977	VAZQUEZ, BRIAN M	11/30/2023	\$393.34
00032147	E04434	VELLANOWETH, KIMBRA S	11/30/2023	\$2,319.86
00032148	E04903	VIGIL, DANIEL C	11/30/2023	\$2,641.66
00032149	E03022	VU, TUONG-VAN NGUYEN	11/30/2023	\$2,447.29
00032150	E04730	VU, TYLER D	11/30/2023	\$2,575.74
00032151	E01905	WAINWRIGHT, JONATHAN B	11/30/2023	\$4,552.75
00032152	E03220	WARDLE, DENNIS	11/30/2023	\$4,639.95
00032153	E03213	WARDLE, SANTA	11/30/2023	\$2,209.25
00032154	E04758	WEYKER, CHRYSTAL L	11/30/2023	\$2,672.83
00032155	E03305	WIMMER, ROYCE C	11/30/2023	\$5,806.31
00032156	E04762	WREN, DANIELLE E	11/30/2023	\$3,590.22
00032157	E04763	WRIGHT, SARAH A	11/30/2023	\$3,354.77
00032158	E04856	XU, DUO	11/30/2023	\$2,464.29
00032159	E03543	YELENSKY, SHANNON M	11/30/2023	\$1,923.35
00032160	E04156	YERGLER, JOHN J	11/30/2023	\$6,148.69
00032161	E04722	YNIGUEZ, COLE A	11/30/2023	\$3,449.97
00032162	E09942	YOUNG, DAVID C	11/30/2023	\$919.53
00032163	E01978	ZMIJA, ADAM D	11/30/2023	\$4,581.57
00032164	E04517	AGUIRRE, ALFRED J	11/30/2023	\$3,721.94
00032165	E01626	AGUIRRE, ANSELMO	11/30/2023	\$2,204.58
00032166	E05087	ALVAREZ, CARLOS J	11/30/2023	\$1,850.07
00032167	E04631	ANDREI, IOAN	11/30/2023	\$1,211.42

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates Nov 30, 2023

Report Generated on Nov 29, 2023 4:37:25 PM

Page 15

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00032168	E05113	ARAUJO, ANTONIO	11/30/2023	\$957.07
00032169	E04678	BABINSKI IV, SYLVESTER A	11/30/2023	\$2,125.95
00032170	E05098	BARNESE, VINCENZO A	11/30/2023	\$2,575.66
00032171	E05135	BARNHART, CHARLEY A	11/30/2023	\$1,049.27
00032172	E04336	BECERRA, RODOLPHO M	11/30/2023	\$2,329.67
00032173	E04972	BECERRA-SAMANIEGO JR, GABRIEL	11/30/2023	\$1,346.38
00032174	E01255	BOS, MICHAEL C	11/30/2023	\$2,330.79
00032175	E04650	BUCHLER, RAYMOND A	11/30/2023	\$1,763.19
00032176	E05162	CAISEROS, CHRISTIAN	11/30/2023	\$1,049.27
00032177	E01584	CANDELARIA, DANIEL J	11/30/2023	\$4,403.85
00032178	E04300	CANO, EDGAR A	11/30/2023	\$2,522.59
00032179	E03828	CANTRELL, JEFFREY G	11/30/2023	\$3,045.52
00032180	E03811	CARRISOZA, ALBERT J	11/30/2023	\$2,421.95
00032181	E00916	CARTER, PHILLIP J	11/30/2023	\$3,567.54
00032182	E04869	CHAVEZ, DAMIAN JESUS	11/30/2023	\$816.66
00032183	E04551	CONTRERAS, GABRIELA R	11/30/2023	\$2,700.69
00032184	E03518	COTTON, JULIE T	11/30/2023	\$1,856.27
00032185	E03807	DE LA ROSA, VINCENT L	11/30/2023	\$3,332.14
00032186	E05170	DELGADO REYES, JORGE A	11/30/2023	\$509.31
00032187	E03736	DIBAJ, KAMYAR	11/30/2023	\$3,606.94
00032188	E05122	DORADO, ANTHONY	11/30/2023	\$1,066.62
00032189	E02515	DUVALL, RICK L	11/30/2023	\$2,894.06
00032190	E04514	ESPINOZA, ERIC M	11/30/2023	\$2,248.00
00032191	E03733	ESPINOZA, JULIA	11/30/2023	\$1,362.65
00032192	E03405	FERNANDEZ, CECELIA A	11/30/2023	\$1,336.93
00032193	E04990	FLORES, MITCHELL C	11/30/2023	\$1,647.30
00032194	E05064	FOX, LUCAS	11/30/2023	\$806.50
00032195	E05037	GAINES, JEFFREY S	11/30/2023	\$954.99
00032196	E05010	GALVAN, EDGAR	11/30/2023	\$974.95
00032197	E04754	GARCIA, ALICIA R	11/30/2023	\$1,538.41
00032198	E04677	GIROUARD, CASEY G	11/30/2023	\$1,645.53
00032199	E05156	GOMEZ HERNANDEZ, RICARDO	11/30/2023	\$1,132.46
00032200	E04629	GOMEZ, DIANA	11/30/2023	\$889.86
00032201	E03341	GONZALEZ, JORGE	11/30/2023	\$1,302.72
00032202	E03400	GREENE, MICHAEL R	11/30/2023	\$2,859.86

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates Nov 30, 2023

Report Generated on Nov 29, 2023 4:37:25 PM

Page 16

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00032203	E03685	GUZMAN, JESSE	11/30/2023	\$619.54
00032204	E04299	HANSEN, AARON R	11/30/2023	\$2,039.54
00032205	E03523	HARO, GLORIA A	11/30/2023	\$1,362.17
00032206	E03759	HERNANDEZ, HERMILO	11/30/2023	\$0.00
00032207	E04622	HOFER, ALICIA M	11/30/2023	\$2,041.54
00032208	E04347	HSIEH, NICOLAS C	11/30/2023	\$3,860.37
00032209	E03588	HUYNH, HUY HOA	11/30/2023	\$2,466.12
00032210	E04831	ILFELD, MATTHEW D	11/30/2023	\$1,817.10
00032211	E01907	JACOT, ROSEMARIE	11/30/2023	\$2,392.57
00032212	E04296	JOHNSON, ERIC W	11/30/2023	\$2,050.29
00032213	E04979	JURADO, MICHAEL	11/30/2023	\$1,595.89
00032214	E04470	KAYLOR, BRENT	11/30/2023	\$2,629.01
00032215	E04728	KHALIL, MARK M	11/30/2023	\$2,289.89
00032216	E03534	KIM, SAMUEL K	11/30/2023	\$4,380.43
00032217	E05115	KOUTSOYANOPULOS, ALDOCHRIS V	11/30/2023	\$1,596.93
00032218	E04382	KWIATKOWSKI, BRYAN D	11/30/2023	\$1,863.06
00032219	E02852	LADNEY, MARK W	11/30/2023	\$2,906.41
00032220	E04769	LAMAS, LEONEL A	11/30/2023	\$1,196.04
00032221	E03813	LEWIS, SHAN L	11/30/2023	\$3,695.39
00032222	E03301	LEYVA, RAUL	11/30/2023	\$4,479.24
00032223	E05065	LOMELI, JONATHAN	11/30/2023	\$1,319.56
00032224	E05155	LOPEZ, MOISES	11/30/2023	\$971.04
00032225	E05006	MARQUEZ, STEVEN ADAM	11/30/2023	\$1,422.44
00032226	E05364	MARU, NAVIN B	11/30/2023	\$5,335.56
00032227	E04665	MEJIA, DIEGO A	11/30/2023	\$2,406.98
00032228	E03493	MENDEZ, RIGOBERTO	11/30/2023	\$2,251.07
00032229	E04998	MENDOZA, LAURA	11/30/2023	\$1,069.87
00032230	E04724	MOORE, DOUGLAS A	11/30/2023	\$2,760.19
00032231	E04827	MORELAND, ANDREW J	11/30/2023	\$1,612.61
00032232	E04222	MOSS, DANIEL C	11/30/2023	\$1,753.64
00032233	E01243	MURRAY JR, WILLIAM E	11/30/2023	\$7,731.51
00032234	E04634	NAVARRO, JUAN C	11/30/2023	\$3,602.65
00032235	E04969	ORNELLAS, MICHAEL	11/30/2023	\$1,072.00
00032236	E03378	ORTIZ, STEVEN T	11/30/2023	\$2,624.06
00032237	E04999	ORTUNO, ANIBAL	11/30/2023	\$2,073.44

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates Nov 30, 2023

Report Generated on Nov 29, 2023 4:37:25 PM

Page 17

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00032238	E05114	PACE, FRANK D	11/30/2023	\$165.08
00032239	E03754	PINKSTON, RICHARD L	11/30/2023	\$2,641.85
00032240	E05112	POE, HEIDI L	11/30/2023	\$2,983.23
00032241	E04567	POWELL, AUSTIN H	11/30/2023	\$5,708.13
00032242	E03799	QUIROZ, ROLANDO	11/30/2023	\$2,371.72
00032243	E05031	RAMIREZ, AACIN	11/30/2023	\$2,089.18
00032244	E04572	REED, MELVIN P	11/30/2023	\$2,064.02
00032245	E02058	REYES, DELFRADO C	11/30/2023	\$1,344.74
00032246	E04295	ROBLES, RAFAEL	11/30/2023	\$2,076.67
00032247	E04563	RODRIGUEZ, ADRIANNA M	11/30/2023	\$1,316.91
00032248	E05141	RODRIGUEZ, JOY R	11/30/2023	\$921.07
00032249	E05004	RUELAS, SERGIO	11/30/2023	\$1,581.70
00032250	E04289	SALDIVAR, RICARDO	11/30/2023	\$1,356.35
00032251	E04505	SANTOS, MICHAEL F	11/30/2023	\$3,502.01
00032252	E05166	SEVELU, FAASEGA J	11/30/2023	\$969.20
00032253	E04836	SOTO, WILLIAM A	11/30/2023	\$1,790.56
00032254	E05089	STAIR, DEAN T	11/30/2023	\$622.16
00032255	E05171	STRAMBEANU, ALEXANDRU E	11/30/2023	\$509.31
00032256	E03091	SUDDUTH, STEPHEN D	11/30/2023	\$3,058.90
00032257	E01625	TAPIA, LUIS A	11/30/2023	\$3,115.51
00032258	E04756	TARIN, ALEXIS P	11/30/2023	\$0.00
00032259	E03239	TAUANU U, STEVE J	11/30/2023	\$0.00
00032260	E05154	TELLO, ALEJANDRO	11/30/2023	\$689.01
00032261	E04773	THURMAN JR, EDWIN O	11/30/2023	\$1,137.99
00032262	E08679	THURMAN, RODERICK	11/30/2023	\$1,991.90
00032263	E04825	TRUJILLO, JOSEPH E	11/30/2023	\$1,703.67
00032264	E02482	UPHUS, MARK P	11/30/2023	\$5,378.56
00032265	E03681	VASQUEZ, JOSE A	11/30/2023	\$3,407.11
00032266	E05136	VASQUEZ, PEDRO	11/30/2023	\$1,842.39
00032267	E05134	VEGA, ERIC J	11/30/2023	\$1,049.27
00032268	E02942	VERA, EVARISTO	11/30/2023	\$2,050.54
00032269	E03727	VERGARA NEAL, ANA G	11/30/2023	\$3,198.79
00032270	E05093	VIRAMONTES, ALEXANDRA	11/30/2023	\$2,892.91
00032271	E01580	VU, DAI C	11/30/2023	\$4,063.70
00032272	E04362	VU, KHANG L	11/30/2023	\$3,950.95

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates Nov 30, 2023

Report Generated on Nov 29, 2023 4:37:25 PM

Page 18

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00032273	E04006	WILLIAMS, RICHARD L	11/30/2023	\$2,840.05
00032274	E05023	YNIGUEZ, KARISSA N	11/30/2023	\$2,630.83
00032275	E05169	ZAMORA, JOEL D	11/30/2023	\$1,236.61
00032276	E03436	ZIEGLER, RICK S	11/30/2023	\$877.88
00032277	E03917	ALLEN, CHRISTOPHER L	11/30/2023	\$77.20
00032278	E04163	AMBRIZ GARCIA, EDWARD D	11/30/2023	\$1,558.96
00032279	E04063	BERGER, JAN	11/30/2023	\$2,677.99
00032280	E00651	BERMUDEZ, ROBERT P	11/30/2023	\$3,618.65
00032281	E03495	BLAS, VICTOR T	11/30/2023	\$2,534.34
00032282	E00070	CANNON, TIM P	11/30/2023	\$4,439.86
00032283	E04365	DAN, CARINA M	11/30/2023	\$2,685.62
00032284	E04440	DAVIS, RYAN H	11/30/2023	\$1,838.53
00032285	E03145	DE LA ROSA, FRANK X	11/30/2023	\$2,449.20
00032286	E03051	DIEMERT, RONALD W	11/30/2023	\$2,370.78
00032287	E02718	ESCOBAR, CHRIS N	11/30/2023	\$2,950.47
00032288	E03688	GLENN, JEREMY J	11/30/2023	\$1,791.20
00032289	E01618	GOMEZ, JOSE	11/30/2023	\$2,921.44
00032290	E02701	GONZALEZ, ALEJANDRO	11/30/2023	\$5,035.71
00032291	E03763	GRIFFIN, LARRY	11/30/2023	\$2,494.01
00032292	E04828	GUERRERO, MICHAEL V	11/30/2023	\$2,966.67
00032293	E04018	HAENDIGES, ROBERT A	11/30/2023	\$2,405.44
00032294	E03575	HART, RYAN S	11/30/2023	\$1,903.92
00032295	E03399	HOWENSTEIN, FRANK D	11/30/2023	\$2,748.47
00032296	E03406	HUY, EDWARD A	11/30/2023	\$2,455.81
00032297	E03446	JIMENEZ, VIDAL	11/30/2023	\$3,518.25
00032298	E04782	JIN, LIYAN	11/30/2023	\$2,822.48
00032299	E03254	KIRZHNER, ALLEN G	11/30/2023	\$2,762.49
00032300	E03988	LI, REBECCA PIK KWAN	11/30/2023	\$4,231.84
00032301	E02063	MA AE, DAVID	11/30/2023	\$2,266.48
00032302	E05168	MACIAS, DANIEL	11/30/2023	\$1,551.34
00032303	E03249	MANSON, RAQUEL K	11/30/2023	\$3,049.21
00032304	E04837	MARTINEZ, ALFREDO	11/30/2023	\$2,166.02
00032305	E02124	MEISLAHN, TYLER	11/30/2023	\$2,171.42
00032306	E04403	MONTGOMERY, JESSE K	11/30/2023	\$3,002.40
00032307	E03590	MOYA JR, STEVEN J	11/30/2023	\$2,523.43

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates Nov 30, 2023

Report Generated on Nov 29, 2023 4:37:25 PM

Page 19

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00032308	E03519	MURAD, BASIL G	11/30/2023	\$3,133.42
00032309	E03144	NATLAND, KIRK L	11/30/2023	\$1,666.30
00032310	E04291	NGUYEN, DUC TRUNG	11/30/2023	\$2,525.56
00032311	E04904	NGUYEN, LISA	11/30/2023	\$414.14
00032312	E03221	NICOLAE, CORNELIU	11/30/2023	\$3,217.79
00032313	E04210	NUNES, BRANDON S	11/30/2023	\$2,039.84
00032314	E03923	ORNELAS, ANDREW I	11/30/2023	\$2,716.09
00032315	E03582	ORTEGA, DAVID A	11/30/2023	\$3,979.29
00032316	E03578	PASILLAS, CELESTINO J	11/30/2023	\$6,084.60
00032317	E03170	PEARSON, WILLIAM F	11/30/2023	\$3,714.37
00032318	E05161	PIINUU, EVANDEMITRI	11/30/2023	\$1,036.27
00032319	E04805	POLIDORI, JESSICA J	11/30/2023	\$1,217.41
00032320	E02500	PORRAS, STEPHEN	11/30/2023	\$3,434.73
00032321	E07590	RUITENSCHILD, LES A	11/30/2023	\$3,465.18
00032322	E03926	RUIZ, JONATHAN	11/30/2023	\$3,571.60
00032323	E05165	SANCHEZ, ALLEN J	11/30/2023	\$850.17
00032324	E07690	SANTOS, ALEXIS	11/30/2023	\$2,217.73
00032325	E07692	SARMIENTO, ADRIAN M	11/30/2023	\$3,146.69
00032326	E04956	SON, TOMMY T	11/30/2023	\$2,121.91
00032327	E04301	TALAMANTES JR, ALBERT	11/30/2023	\$2,441.22
00032328	E04121	TRAN, MINH K	11/30/2023	\$2,549.86
00032329	E08881	VALENZUELA, ALEJANDRO N	11/30/2023	\$7,030.37
00032330	E01882	VIRAMONTES, JESSE	11/30/2023	\$2,978.03
00032331	E04195	WOLLAND, RONALD J	11/30/2023	\$2,179.95
00032332	E09940	YERGENSEN, VICTOR K	11/30/2023	\$4,401.60
00032333	E09954	ZAVALA, JOHN	11/30/2023	\$2,699.63
00032334	E05099	BECK, CRAIG A	11/30/2023	\$2,230.31
00032335	E00740	BLODGETT, GREG	11/30/2023	\$5,827.52
00032336	E01338	CARRENO, SHAUNA J	11/30/2023	\$2,082.19
00032337	E03808	CHENG, ALANA R	11/30/2023	\$3,034.08
00032338	E03353	COVARRUBIAS, MONICA	11/30/2023	\$3,803.59
00032339	E05102	FLORES CRUZ, LAURA	11/30/2023	\$2,054.17
00032340	E03697	GUERRERO, PAUL	11/30/2023	\$3,121.12
00032341	E04750	HO, VY D	11/30/2023	\$1,978.42
00032342	E04968	HONG, SEUNGBUM	11/30/2023	\$1,933.69

CITY OF GARDEN GROVE
GGFEFM002 Warrant Register Payroll
Check Dates Nov 30, 2023

Report Generated on Nov 29, 2023 4:37:25 PM

Page 20

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00032343	E02612	KLOESS, VILMA C	11/30/2023	\$2,938.26
00032344	E01949	LE, IVY	11/30/2023	\$2,014.87
00032345	E05092	LE, LINH D	11/30/2023	\$2,261.39
00032346	E01280	LE, TAMMY	11/30/2023	\$1,775.57
00032347	E03617	LEE, GRACE E	11/30/2023	\$3,203.83
00032348	E05159	LUNA-REYNOSA, URSULA	11/30/2023	\$6,555.36
00032349	E05180	MEDINA, MELANIE	11/30/2023	\$1,337.53
00032350	E05828	MIDDENDORF, LINDA	11/30/2023	\$4,525.81
00032351	E02895	MOURE, SVETLANA	11/30/2023	\$2,650.73
00032352	E05181	NGUYEN, DAVID	11/30/2023	\$1,525.67
00032353	E03255	NGUYEN, PHUONG VIEN T	11/30/2023	\$2,324.29
00032354	E02560	NGUYEN, QUANG	11/30/2023	\$2,844.47
00032355	E01286	NGUYEN, TINA T	11/30/2023	\$2,247.57
00032356	E03541	PHI, THYANA T	11/30/2023	\$3,027.09
00032357	E05106	ROMERO, ALEX	11/30/2023	\$1,977.13
00032358	E04408	THRONE, TIMOTHY E	11/30/2023	\$2,442.25
00032359	E02543	TO, TANYA L	11/30/2023	\$1,765.32
00032360	E01971	TRAN, CUONG K	11/30/2023	\$2,505.90
00032361	E02056	TRUONG, ELAINE	11/30/2023	\$1,902.41
00032362	E02562	VO, THANH-NGUYEN	11/30/2023	\$1,806.72
00032363	E05104	YANG, DANA DAEUN	11/30/2023	\$2,257.29
			EFT - Total	\$1,869,273.72
			Overall - Total	\$1,875,743.73

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Acceptance of City Project No. CP1316000/Federal Project No. CRAL 5328 (088) - Garden Grove Boulevard Rehabilitation from Harbor Boulevard to Fairview Street as complete. (<i>Action Item</i>)		
		Date:	12/12/2023

OBJECTIVE

For City Council to accept City Project No. CP1316000/Federal Project No. CRAL 5328 (088) - Garden Grove Boulevard Rehabilitation from Harbor Boulevard to Fairview Street as complete; and authorize the City Engineer to execute the Notice of Completion of Public Improvement and Work.

BACKGROUND

The Garden Grove Boulevard Rehabilitation project consisted of the resurfacing of Garden Grove Blvd from Harbor Boulevard to Fairview Street (City Project No. CP1316000, Federal Project No. CRAL-5328 (088)).

On October 11, 2022, the City entered into a contract with RJ Noble Company, a general contractor for the construction of subject project. Specifically, the project consisted of resurfacing Garden Grove Boulevard by removal and replacement of failed pavement areas, cold milling, installation of asphalt rubber aggregate membrane, asphalt paving, repair of damaged sidewalk, curb & gutter, cross gutter, bus pads, upgrade of access ramps, catch basin debris screens, adjustment of utility covers to finish grade, restoration of traffic signing, striping, pavement markings and reestablishment of centerline ties and monuments.

DISCUSSION

The contractor, RJ Noble Company, has completed the improvements in accordance with the plans, specifications, and other contract documents.

FINANCIAL IMPACT

There is no impact to the General Fund. These improvements were included in the

Fiscal Year 2022-23 Capital Improvement Plan budget and are funded by Measure "M2 Local Fair Share," Coronavirus Response and Relief Supplemental Appropriation Federal Grant and Gas Tax.

RECOMMENDATION

It is recommended that the City Council:

- Accept Project No. CP 1316000/Federal Project No. CRAL 5328 (088) - Garden Grove Boulevard Rehabilitation from Harbor Boulevard to Fairview Street as complete;
- Authorize the City Engineer to execute the Notice of Completion of Public Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Navin Maru, Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Notice of Completion	12/8/2023	Notice	Notice_of_Completion_(2).pdf

RECORDING REQUESTED BY

NOTICE OF COMPLETION
OF PUBLIC IMPROVEMENT AND WORK

When Recorded Mail To:

City Clerk
City of Garden Grove
P. O. Box 3070
Garden Grove, CA 92842

NOTICE IS HEREBY GIVEN that the City of
Garden Grove, Orange County, California, has caused a
public improvement, to wit:

Various Streets Rehabilitation 2022 Project

to be constructed upon the property hereinafter described. The contract for furnishing of all labor, services, materials, and equipment, and all utilities and transportation, including power, fuel, and water, and performing all work necessary to construct and complete, in a good and workmanlike manner in strict accordance with the specifications, plans, and drawings therefore on file in the office of the City Clerk of the City of Garden Grove, for the construction, installation and completion of the above-described public improvement and work, was heretofore made and entered into with RJ Noble Company on the 14th day of June, 2022, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the City Engineer has notified the City Council that he has made and completed a final inspection of the materials furnished and installed and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all labor, services, materials, and equipment, and the performing of all work necessary for the construction, installation, and completion of said public improvement above described have been fully complied with to his satisfaction as required by the contract document; that final acceptance of the construction, installation, and completion of said public improvement above described was made on the 12th day of December 2023 that the nature of the title to said property of said City of Garden Grove is as follows: That is to say, it owns said public improvement in fee except the right-of-way upon which it is constructed, and that it owns an easement upon, over, and along said right-of-way for the purpose of the construction, installation, and completion of said public improvement hereinabove described and the use thereof after said completion; that the property hereinabove referred to and on which said public improvement is situated is described as follows, to wit:

Various Streets Rehabilitation 2022 Project

NAME OF SURETY on Labor and Material Bond is: Western Surety Company
2 Park Plaza, Suite 400
Irvine, CA 92614
Tel No. (949) 399-4970

DATED this _____ day of _____ 20 ____

CITY OF GARDEN GROVE

By _____
City Manager of the City of Garden
Grove

ATTEST:

City Clerk of the City of Garden Grove

STATE OF CALIFORNIA
COUNTY OF ORANGE

I am the City Engineer of the City of Garden Grove.

I have read the foregoing Notice of Completion of Public Improvement and Work, and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters, which are therein stated upon my information or belief, and as to those matters I believe to be true.

I certify (or declare), under penalty of perjury, that the foregoing is true and correct.

Executed on December 12, 2023 at Garden Grove, California
(Date) (Place)

Dan Candelaria, P. E., T. E.
City Engineer

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Ursula Luna-Reynosa
Dept.:	City Manager	Dept.:	Economic Development and Housing Department
Subject:	Approve an Amendment to the Cooperative Agreement with Caltrans and award a construction contract to Quality Fence Co. for the Caltrans Fencing Improvement Project. (Cost: \$789,888) (<i>Action Item</i>)		
		Date:	12/12/2023

OBJECTIVE

For the City Council to approve an Amendment to the Cooperative Agreement with Caltrans and award a construction agreement to Quality Fence Co. for the Caltrans Fencing Improvement Project.

BACKGROUND

In March 2023, the City Council approved a Cooperative Agreement with Caltrans. The purpose of the Cooperative Agreement provides for installation of fencing, decorative paving and gravel on unpaved slopes and narrow areas within the City and along certain underpasses of Freeway 22 from Springdale Street to Garden Grove Boulevard (the "Project") by the City. Through the Cooperative Agreement, the City would be reimbursed by the State in an amount not to exceed \$600,000 (on a reimbursement basis) to implement the Project.

In September 2023, an Invitation to Bid was circulated soliciting contractor proposals to complete the Project. Due to the absence of a responsive bid proposals, staff initiated sole-source negotiations with reputable general construction contractors for the Project, namely: Joshua Grading & Excavating, Inc., Quality Fence Co., and Pacific Restoration Group, Inc. One contractor (Quality Fence Co.) responded with a bid of \$789,888, which exceeded the \$600,000 reimbursement amount specified in the Cooperative Agreement.

DISCUSSION

The proposed Amendment to the Cooperative Agreement would increase the reimbursement amount for an additional \$400,000. This brings the total amount of

the Cooperative Agreement from \$600,000 to \$1,000,000 including contingency items. Due diligence has been performed with the preferred contractor. Quality Fence Co. brings over 15 years of experience in governmental projects specializing in fabricating, manufacturing, and installing fences. With full bonding and insurance, Quality Fence Co. meets all Caltrans' requirements and received commendations from their references.

It is recommended that City Council approve the Amendment to the Cooperative Agreement, and authorize the City manager to amend the Cooperative Agreement for the new amount of \$1,000,000, and approve a construction contract with Quality Fence Co. in an amount not to exceed \$789,888.

FINANCIAL IMPACT

The construction cost for the Project is estimated to be \$789,888. Per Cooperative Agreement with Caltrans, 100% of the cost will be reimbursed by Caltrans. Additional appropriation is requested to complete the Project, offset by anticipated revenue from Caltrans reimbursement.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the City Manager to execute an Amendment to the Cooperative Agreement with Caltrans for increased funding from \$600,000 to \$1,000,000, including all necessary documents to effectuate such change, on behalf of the City;
- Authorize additional appropriation of \$400,000 (GL: 242-711-1280-54006, JL: GT1366000) per the Cooperative Agreement with Caltrans;
- Award a contract to Quality Fence Co., in the amount of \$789,888 for the Caltrans Fencing Improvement Project;
- Authorize the City Manager, or designee(s), to execute the Contract, and make minor modifications as appropriate and execute any documents necessary to effectuate the Contract, on behalf of the City.

By: Christy Le, Homeless Liaison Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Caltrans Cooperative Agreement Amendment	12/5/2023	Agreement	12-0847_A1_City_Draft_11.15.23.pdf
CFIP - Bid Results	12/5/2023	Backup Material	Bid_Form_-_Caltrans_Fencing_Results_8.28.pdf
Award Letter to Quality			Quaity_Fence_-

Fence	12/5/2023	Backup Material	_Award_Letter_12.12.23.pdf
Construction Agreement	12/7/2023	Agreement	GG_CFIP_- _Quality_Fence_Co._Agreement_Final.docx

COOPERATIVE AGREEMENT COVER SHEET

Work Description

TO INSTALL FENCING AND DECORATIVE PAVING AND GRAVEL ON UNPAVED SLOPES AND NARROW AREAS IN ORANGE COUNTY IN THE CITY OF GARDEN GROVE ON ROUTE 22 FROM SPRINGDALE ST. TO GARDEN GROVE BLVD.

Contact Information

CALTRANS

Eric Dickson, Project Manager

1750 E. 4th Street #100

Santa Ana, CA 92705

Office Phone: 949-279-8799

Email: eric_dickson@dot.ca.gov

CITY OF GARDEN GROVE

Ursula Luna-Reynosa, Economic Development and Housing Department Director 11222 Acacia Parkway

Garden Grove, CA 92840

Office Phone: 714-741-514121

Email: ursulal@ggcity.org

FUNDING SUMMARY NO. 02

<u>FUNDING TABLE</u> <small>v. 12</small>						
<u>IMPLEMENTING AGENCY</u> →			<u>CALTRANS</u>	<u>CITY</u>		Totals
Source	Party	Fund Type	PS&E	CONST. SUPPORT	CONST. CAPITAL	
STATE	CALTRANS	CLEAN CALIF	20,000	20,000	1,000,000	1,040,000
CITY	CITY	CITY	5,000	60,000	0	65,000
Totals			25,000	80,000	1,000,000	1,105,000

v 221						
<u>SPENDING SUMMARY</u>						
Fund Type	PS&E		CONST. SUPPORT		CONST. CAPITAL	Totals
	<u>CALTRANS</u>	CITY	CALTRANS	<u>CITY</u>	<u>CITY</u>	
CLEAN CALIF	20,000	0	20,000	0	1,000,000	1,040,000
CITY	0	5,000	0	60,000	0	65,000
Totals	20,000	5,000	20,000	60,000	1,000,000	1,105,000

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
4. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.
5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If CITY invoices for rates in excess of CalHR rates, CITY will fund the cost difference and reimburse CALTRANS for any overpayment.

6. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.
7. SHOPP funds can only be expended on SHOPP-eligible items and work.

Invoicing and Payment

8. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, CITY will pay invoices within five (5) calendar days of receipt of invoice.
9. If CITY has received EFT certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
10. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.
11. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then CITY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
12. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.

Plans, Specifications, and Estimate (PS&E)

13. No invoicing or reimbursement will occur for the PS&E PROJECT COMPONENT.

CONSTRUCTION Support

14. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

CONSTRUCTION Capital

15. CITY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Adnan Maiah
Deputy District Director
Strategic Portfolio Management
Single Focal Point

Verification of funds and authority:

Neda Saber
District Budget Manager

Certified as to financial terms and policies:

Lai Saephan
HQ Accounting Supervisor

CITY OF GARDEN GROVE

Lisa L. Kim
City Manager

Attest:

Teresa Pomeroy
City Clerk

Approved as to form and procedure:

Omar Sandoval
City Attorney



BID DEADLINE: Monday, August 28, 2023 at 11:00 a.m.
City Clerk's Office – Planning conf. room

PROJECT NO.: Caltrans Fencing

BIDDERS (Name & Address)	BID BOND	ADDENDUM	AMOUNT OF BID
NO BIDS RECEIVED		ja	

December 12, 2023

QUALITY FENCE CO.

Attn: Natalie Reyes
14929 Garfield Ave.
Paramount, CA 90723

**RE: AWARD LETTER – CALTRANS FENCING IMPROVEMENT PROJECT
(CFIP), PROJECT NO. 1222000046/ EA 0T410**

Dear Ms. Reyes:

Congratulations! **Quality Fence Co.** has been selected as the general construction contractor for the Caltrans Fencing Improvement Project (CFIP), Project No. 1222000046/ EA 0T410.

Please provide the following:

1. Required Insurance Documents
2. Professional Services Agreement (to follow)

We look forward to working with you. If you have any questions, my contact information is: christyl@ggcity.org.

Sincerely,



Christy Le

Administrative Analyst
Economic Development and Housing Department

Alana Cheng

Administrative Officer
Economic Development and Housing Department

Attachment: Sample Insurance Certificates and Endorsements

Steve Jones

Mayor

Kim Bernice Nguyen

Mayor Pro Tem - District 6

George S. Brietigam

Council Member - District 1

John R. O'Neill

Council Member - District 2

Diedre Thu-Ha Nguyen

Council Member - District 3

Patrick Phat Bui

Council Member - District 4

Stephanie Klopfenstein

Council Member - District 5

CONSTRUCTION AGREEMENT

CALTRANS FENCING IMPROVEMENT PROJECT

PROJECT NO. 1222000046/EA#0T410

THIS AGREEMENT is made this 12th day of **December, 2023**, by the **CITY OF GARDEN GROVE** ("CITY"), and **QUALITY FENCE COMPANY**, hereinafter referred to as ("CONTRACTOR")

RECITALS:

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to City of Garden Grove Council Authorization dated **December 12, 2023**.
2. CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **CALTRANS FENCING IMPROVEMENT PROJECT; PROJECT NO. 1222000046/EA#0T410**, consisting of the installation of fencing and decorative paving and gravel on unpaved slopes and narrow areas in the City of Garden Grove, County of Orange, on State Route 22 from Springdale Street to Garden Grove Blvd.
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 5.1 General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR's investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans, Specifications and CONTRACTOR's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

"Project" as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to CITY's Economic Development Director, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR's own risk and expense. The decision of the Director shall be final.

5.2 **Materials and Labor.** CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to construct and complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

5.3 **Project.** The PROJECT is described as: **CALTRANS FENCING IMPROVEMENT PROJECT; PROJECT NO. 1222000046/EA#0T410.**

5.4 **Plans and Specifications.** The work to be done is shown in a set of detailed Plans and Specifications entitled: **CALTRANS FENCING IMPROVEMENT PROJECT; PROJECT NO. 1222000046/EA#0T410.**

Said Plans and Specifications and any revision, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of CalTrans, which are also incorporated herein and referred to by reference.

5.5 **Time of Commencement and Completion.** CONTRACTOR shall have **twenty-one (21) calendar days from the award of the Contract** to execute the Contract and supply CITY with all of the documents and information required by the Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed Contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to execute the Contract or refuses or fails to provide the required documents and information within the twenty-one (21) calendar days, the CITY may then rescind the award of the Contract.

Upon receipt of the Notice to Proceed, CONTRACTOR agrees to submit **shop drawings** and **proof of payment for materials from supplier within fourteen (14) calendar days**. Further, upon receipt of the Notice to Proceed the CONTRACTOR shall diligently prosecute the work to completion within **one hundred twenty (120) total working days** excluding delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8 and 5.9 hereof.

5.6 **Time is of the Essence.** Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other contractors and subcontractors of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 5.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

5.7 **Excusable Delays.** CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; any act of negligence or default of

CITY; failure of CITY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by CITY; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by CITY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR's reasonable control.

CITY shall extend the time fixed in Section 5.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities would be determined in accordance with SPECIAL PROVISIONS and Section 3-3 of the Standard Specifications for Public Works Construction 2009 Edition (GREEN BOOK). The CITY'S decision will be conclusive on all parties to this Contract.

- 5.8 Extra Work.** The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 5.9 hereof.

CITY shall extend the time fixed in Section 5.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

5.9 Changes in Project.

- 5.9.1 CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. In the Specifications (including drawings and designs);
- b. In the time, method or manner of performance of the work;
- c. In the CITY -furnished facilities, equipment, materials, services or site; or
- d. Directing acceleration in the performance of the work.

If CONTRACTOR believes that the written order issued as part of this Section 5.9.1 has caused an increase in costs or time, the CONTRACTOR shall submit a written request for equitable adjustment to the CITY that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. Said notice shall be submitted via certified mail within twenty (20) days of the CONTRACTOR'S receipt of the written order. CONTRACTOR's failure to submit the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

- 5.9.2 A change may also be any other conflict, difficulty or issue which the CONTRACTOR believes caused any change to the CONTRACTOR's costs or project schedule, provided CONTRACTOR gives the CITY written notice and a request for equitable

adjustment that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. The notice shall also state the date the CONTRACTOR became aware of the issue, circumstances and source of the issue and that CONTRACTOR regards the issue as a change order. Said written notice shall be delivered to the CITY via certified mail within twenty (20) days of CONTRACTOR's first notice of the issue. CONTRACTOR's failure to submit the notice, which includes the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR's request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

- 5.9.3 Except as provided in this Section 5.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 5.9 or entitle CONTRACTOR to an equitable adjustment.
- 5.9.4 Except for claims based on defective specifications, no claim for any change under paragraph 5.9.1 or 5.9.2 above shall be allowed for any work performed more than 20 days before the CONTRACTOR gives written notice as required in paragraphs 5.9.1 and 5.9.2. In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.
- 5.9.5 If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 5.9, it must, within thirty (30) days after receipt of a denial of a request for equitable adjustment under paragraphs 5.9.1 and 5.9.2, submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR's failure to submit the notice of a claim, within the required thirty (30) days shall constitute a waiver of the claim by the CONTRACTOR.
- 5.9.6 No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- 5.9.7 CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change therefrom is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deductions, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns for disputed work shall be submitted without delay by CONTRACTOR to CITY.

5.10 Liquidated Damages for Delay. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 5.5 herein, plus the allowance made for delays or extensions authorized under Sections 5.7, 5.8 and 5.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of **Three Thousand Six Hundred dollars (\$3,600.00) per day** for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated

damages and further agrees that CITY may offset the amount of liquidated damages from any monies due or that may become due CONTRACTOR under the Contract.

- 5.11 Contract Price and Method of Payment.** CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of **Seven Hundred Eighty-Nine Thousand, Eight Hundred Eighty-Eight Dollars and 00/100 (\$789,888.00)** as itemized in the Contract Documents.

Progress payments shall be made to the CONTRACTOR on a monthly basis for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety-five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. **The CITY will retain five percent (5%) of the amount of each such progress estimate and material cost until 35 days after the recordation of the Notice of Completion.**

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

- 5.12 Substitution of Securities in Lieu of Retention of Funds.** Pursuant to Public Contract Code § 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

- 5.13 Completion.** Within 10 days after the contract completion date of the Project, CONTRACTOR shall file with the CITY'S Economic Development Director its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. **CITY may require affidavits or certificates of payment and/or releases from any SUBCONTRACTOR, laborer or material supplier.**

5.14 CONTRACTOR's Employees Compensation

5.14.1 General Prevailing Rate. CITY has ascertained that State prevailing wage requirements of the California Labor Code including Sections 1770, 1771.5, 1773, 1777.5, and 1776 are required to execute this Contract. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the CONTRACTOR and the subcontractors shall pay not less than the higher wage rate. The CITY will not accept the lower State wage rates. This includes "helper" (or other classifications based on hours of experience) or any other classification. A copy of the prevailing rate of per diem wages shall be posted at the job site.

5.14.2 Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit **one hundred dollars (\$100.00) for each calendar day** or portion thereof for each worker paid (either by the CONTRACTOR or any SUBCONTRACTOR under it) less than the

greater of State minimum wage rate associated with the duties of the employee in question, in accordance with the State prevailing wage requirements of the California Labor Code, including Sections 1770, 1771.5, 1773, 1777.5, and 1776.

- 5.14.3 Apprentices.** The greater of Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days, or more; or if contracts of specialty CONTRACTORS not bidding for work through the general or prime CONTRACTOR are two thousand dollars (\$2,000.00) or more for five (5) working days or more.
- 5.14.4 Workday.** In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California, and shall forfeit to the CITY as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any SUBCONTRACTOR for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.
- 5.14.5 Record of Wages: Inspection.** CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual State prevailing wage paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports **and cancelled checks** for laborers, every week to the CITY. Certified payroll and cancelled checks submittals are due one month after start of construction and every week thereafter. *If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply.* Work shall be ceased in an orderly, safe fashion. Should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.
- 5.14.6 Contractor Registration.** CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section

1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

- 5.14.7 Posting of Job Site Notices.** CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2).
- 5.14.8 Notice of DIR Compliance Monitoring and Enforcement.** Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- 5.15 Surety Bonds.** CONTRACTOR shall, upon entering into performance of this Agreement, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY.
- 5.16 Insurance.**
- 5.16.1** CONTRACTOR is also aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.
- 5.16.2** CONTRACTOR and all SUBCONTRACTORS shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its Officers, Officials, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the City and shall issue an insurance certificate and waiver of subrogation to the policy evidencing same.
- 5.16.3** CONTRACTOR shall at all times carry, on all operations hereunder, bodily injury, including death, and property damage liability insurance, including automotive operations bodily injury and property damage coverage; and builders' all risk insurance. Follows Form excess liability insurance shall be provided for any underlying policy that does not meet the policy limits required by this contract. All insurance coverage shall be in amounts specified by the CITY in the Insurance Requirements and shall be evidenced by the issuance of a certificate and additional insured endorsement in forms prescribed by the CITY and shall be underwritten by insurance companies satisfactory to the CITY for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. Claims made and modified occurrence policies shall not be accepted. Said insurance coverage obtained by the CONTRACTOR, excepting workers' compensation coverage, shall name the CITY, its Officers, Officials, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY, as additional insured on said policies. Additional insured status shall be evidenced in the form of an Additional insured Endorsement (CG 20 10 1185).

For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the CITY, its Officers, Officials, Agents, Employees,

Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents, and Employees, as determined by the CITY. Any insurance or self-insurance maintained by the CITY, its Officers, Officials, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents, and Employees, as determined by the CITY shall be excess of the CONTRACTOR's insurance and not contribute with it.

- 5.16.4** Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify CITY of any material change, cancellation, or termination at least thirty (30) days in advance. Contractor shall also provide a **waiver of subrogation for each policy.**

INSURANCE AMOUNTS. CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under Section 5.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better **(Claims made and modified occurrence policies are not acceptable):**

Workers' Compensation	As required by the State of California.
Employer's Liability	\$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including operations, products and completed operations, and not excluding XCU)	\$5,000,000 per occurrence for bodily injury, personal injury and property damage. Coverage shall include mobile equipment.
Automobile Liability, including non-owned and hired vehicles	\$2,000,000 combined single limit for bodily injury and property damage.
Contractors' Pollution Legal Liability	\$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Excess liability, follows form coverage, shall be provided for any underlying policy that does not meet the policy limits required and set forth herein. Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by CITY.

An Additional Insured Endorsement, **ongoing and products-completed operations**, and including mobile equipment, for the Commercial General Liability policy shall designate CITY, its Officers, Officials, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY as additional insureds for liability arising out of work or operations performed by or on behalf of the

CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to City's requirements, as approved by the CITY.

An Additional Insured Endorsement for Automobile Liability policy shall designate CITY, its Officers, Officials, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to City's requirements, as approved by CITY.

An Additional Insured Endorsement for Contractors' Pollution Legal Liability policy shall designate CITY, its Officers, Officials, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to City's requirements, as approved by the CITY.

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide coverage under an excess liability policy. The policy must be a follows form excess/umbrella policy. CONTRACTOR shall provide the **schedule of underlying policies** for an excess/umbrella liability policy, state that the excess/umbrella policy **follows form** on the insurance certificate, and provide an **additional insured endorsement** for the excess/umbrella liability policy designating CITY, its Officers, Officials, Agents, Employees, Engineers, Volunteers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY as additional insureds.

A primary/non-contributory endorsement shall be provided to CITY for each policy. For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, agents, employees, and consultant for this Contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees as determined by CITY. Any insurance or self-insurance maintained by CITY, its officers, officials, agents, employees, and consultants for this Contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by CITY shall be excess of the CONTRACTOR's insurance and shall not contribute with it. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

CITY or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR

5.17 Risk and Indemnification. All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the CITY, its Officers, Agents, Employees,

Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the active negligence or willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

5.18 Termination.

- 5.18.1 This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- 5.18.2 If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR's default.
- 5.18.3 Upon receipt of a termination action under paragraph (5.18.1) or (5.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.
- 5.18.4 Upon termination under paragraphs (5.18.1) and (5.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

5.19 Warranty. The CONTRACTOR agrees to perform all work under this Contract in accordance with the CalTrans' designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR's obligations under this clause are in addition to the CONTRACTOR's other express or implied assurances of this Contract or state law and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

5.20 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements.

Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

- 5.21 Notices.** Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

To CITY:

City of Garden Grove
Economic Development Dept.
Attention: Christy Le
11222 Acacia Prkwy.
Garden Grove, CA 92840
(714) 741-5206

TO CONTRACTOR:

QUALITY FENCE CO.
Attn.: Natalie Reyes
14929 Garfield Ave.
Paramount, CA 90723
(323) 585-8585

SIGNATURE ON NEXT PAGE

IN WITNESS THEREOF, these parties have executed this Construction Agreement on the day and year shown below.

"CITY"
CITY OF GARDEN GROVE

Date: _____ By: _____
Lisa L. Kim
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"

QUALITY FENCE CO.

CONTRACTOR'S State License No. _____
(Expiration Date: _____)

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

City of Garden Grove
City Attorney

Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.

FAITHFUL PERFORMANCE BOND

Bond No. _____
Premium _____

NOTICE: TO WHOM IT MAY CONCERN: those we, _____,
_____,
as Principal, and _____
as Surety, are held and firmly bound unto The City of Garden Grove, (CITY) in the sum of _____
Lawful money of the United States, for the payment of which we bind heirs, our executors, administrators,
successors, and ourselves jointly and severally.

That the Surety's office is located at _____,
telephone no. _____; the Surety is licensed to do business in the State of California; and the
California Insurance Agent's License No., address, and telephone no. are as follows:

License No.: _____

Address: _____

Telephone No.: _____

That the following clause must be completed if, in fact, a non-resident agent for the Surety is a
party to the transaction:

Name of non-resident agent: _____

Non-resident agent's office address: _____

Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has agreed entered into a contract attached hereto, dated the _____ day of _____, 20____, with THE CITY OF GARDEN GROVE for **CALTRANS FENCING IMPROVEMENT PROJECT; PROJECT NO. 1222000046/EA#0T410**
2. If the Principal shall well and truly perform, or cause to be performed, each and all of the requirements and obligations of the contract to be performed by the Principal, as set forth in the contract, then this bond shall be null and void; otherwise, it shall remain in full force and effect. In the event that suit is instituted to recover on this bond, the Surety will pay reasonable attorneys' fees.
3. Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents or of work performed shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

FAITHFUL PERFORMANCE BOND (Continues)

Executed this ____ day of _____, 20____

Principal

Principal

By: _____
Surety

By: _____
Attorney-in-Fact

California Resident Agent

By: _____
Non-resident Agent - Attorney-in-Fact

[ATTACH NOTARY ACKNOWLEDGMENT]

LABOR AND MATERIAL BOND

Bond No. _____

Premium _____

NOTICE: TO WHOM IT MAY CONCERN: those we, _____

_____,
as Principal, and _____, as Surety,
are held and firmly bound unto The City of Garden Grove, California ("CITY") in the sum of
Dollars (\$_____), lawful money of the United States, for the payment of the sum, we bind heirs,
our executors, administrators, successors, and ourselves jointly and severally.

That the Surety's office is located at _____,
_____ telephone no. _____; the Surety is licensed to do business in the
State of California; and the California Insurance Agent's License No., address, and telephone no. are
as follows:

License No.: _____

Address: _____

Telephone No.: _____

That the following clause must be completed if, in fact, a non-resident agent for the Surety is a
party to the transaction:

Name of non-resident agent: _____

Non-resident agent's office address: _____

Telephone No.: _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has entered into a contract attached hereto, dated _____ day of _____, 20____, with the CITY OF GARDEN GROVE for **CALTRANS FENCING IMPROVEMENT PROJECT; PROJECT NO. 1222000046/EA#0T410**
2. If the Principal, its heirs, executors, administrators, successors, or assigns, or SUBCONTRACTORS, shall fail to pay for any materials, provisions, provender, or other supplies or teams, implements, or machinery used in, upon, for, or about, the performance of the improvement, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor, and provided that the claimant shall have complied with the provision of the code, the Surety or Sureties will pay for same in the amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay reasonable attorneys' fees.
3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of work performed, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

LABOR AND MATERIAL BOND (Continued)

4. This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to the claims under Civil Code 3181 et seq., so as to give a right of action to them or their assignees in any suit brought upon this bond.

Executed this ____ day of _____, 20____.

Principal

Principal

By: _____
Surety

By: _____
Attorney-in-Fact

California Resident Agent

By: _____
Non-resident Agent - Attorney-in-Fact

[ATTACH NOTARY ACKNOWLEDGMENT]

[

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____
whose address is _____,
hereinafter called "Owner", _____,
whose address is _____,
hereinafter called "CONTRACTOR", _____,
and _____, whose address
is _____,
hereinafter called "escrow agent."

For the consideration hereinafter set forth, the Owner, CONTRACTOR, and escrow agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, the CONTRACTOR has the option to deposit securities with the escrow agent as a substitute for retention earnings required to be withheld by the Owner pursuant to the construction contract entered into between the Owner and CONTRACTOR for _____ in the amount of dated _____ (hereafter referred to as the "contract"). Alternatively, on written request of the CONTRACTOR, the Owner shall make payments of the retention earnings directly to the escrow agent. When the CONTRACTOR deposits the securities as a substitute for the contract earnings, the escrow agent shall notify the Owner within ten days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the contract between the Owner and CONTRACTOR. Securities shall be held in the name of the _____, and shall designate the CONTRACTOR as the beneficial owner.

(2) The Owner shall make progress payments to the CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to the contract provision, provided that the escrow agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the escrow agent, the escrow agent shall hold them for the benefit of the CONTRACTOR until such time as the escrow created under this contract is terminated. The CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the escrow agent directly.

(4) The CONTRACTOR shall be responsible for paying all fees for the expenses incurred by the escrow agent in administering the escrow account. These expenses and payment terms shall be determined by the CONTRACTOR and escrow agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest on the interest shall be the sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to the Owner.

(6) The CONTRACTOR shall have the right to withdraw all or any part of the principal in the escrow account only by written notice to the escrow agent accompanied by written authorization from the Owner to the escrow agent that the Owner consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

(7) The Owner shall have a right to draw upon the securities in the event of default by the CONTRACTOR. Upon seven days' written notice to the escrow agent from the Owner of the default, the escrow agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the contract is final and complete, and that the CONTRACTOR has complied with all requirements and procedures applicable to the contract, the escrow agent shall release to the CONTRACTOR all securities and interest on deposit less escrow fees and charges of the escrow account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

(9) The escrow agent shall rely on the written notifications from the Owner and the CONTRACTOR pursuant to Sections (1) to (8), inclusive, of this agreement and the Owner and CONTRACTOR shall hold the escrow agent harmless from the escrow agent's release, conversion, and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of the CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of the Owner:

On behalf of the CONTRACTOR:

On behalf of the Owner:
Title

On behalf of the CONTRACTOR:
Title

Name

Name

Signature

Signature

Address

Address

On behalf of the escrow agent:

Title

Title

Name

Name

Signature

Signature

Address

Address

At the time the escrow account is opened, the Owner and CONTRACTOR shall deliver to the escrow agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner/CONTRACTOR _____

Date: _____

Title/Title _____

Approved as to Form _____

City of Garden Grove
City Attorney

SECTION 6 - GENERAL CONDITIONS

1. **GENERAL DESCRIPTION**

The work shall consist of furnishing all material and equipment and performing all labor required to carry out the general intention in accordance with the Plans and Specifications.

2. **DEFINITIONS**

State: Shall mean the State of California or the City of Garden Grove as applicable.

Board or City Council: Shall mean the governing body of the City of Garden Grove.

City : Shall mean the City of Garden Grove.

Director: Shall mean the City's Director of Economic Development or his/her authorized agent.

3. **LOCATION**

The work shall be constructed on land owned or controlled by CalTrans at the sites shown on the plans.

4. **PERFORMANCE BOND**

Refer to Construction Agreement.

5. **RETENTION**

Refer to Construction Agreement.

6. **BEGINNING OF WORK**

Refer to Construction Agreement.

7. **TIME FOR COMPLETION**

Refer to Construction Agreement

8. **LIQUIDATED DAMAGES**

Refer to Construction Agreement.

9. **STANDARD SPECIFICATIONS AND STANDARD PLANS**

"Standard Specifications" referred to herein shall be the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (latest) EDITION (GREEN BOOK), including all supplements. Copies of the Standard Specifications are available from the publisher:

<https://www.bnibooks.com/>

"Standard Plans" referred to herein shall be those of the City of Garden Grove and/or CalTrans, latest revision unless noted otherwise.

Where the Plans and Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the

SECTION 6 – GENERAL CONDITIONS (Continued)

CONTRACTOR shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

10. MATERIALS

Materials shall be new and comply with these specifications. Certified reports of material's inspections of materials required under this contract as specified herein shall be submitted and may be accepted by the Director in lieu of actual chemical or physical tests in the field. Where a reasonable doubt exists in the mind of the Director, however, he shall conduct all necessary tests to determine that the material in question meets the requirements of the specifications. The cost of making such tests shall be borne by the City of Garden Grove when the results indicate compliance with the specifications; otherwise, the expense of such tests shall be borne by the CONTRACTOR.

11. LICENSES, PERMITS, REGULATIONS AND ORDINANCES

At its sole cost and expense, CONTRACTOR and all subcontractors shall obtain such licenses, permits, and approvals as may be required by law for the performance of the services required by this agreement. CONTRACTOR and all subcontractors shall have the sole obligation to pay for any fees, assessments, county inspections, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this contract. The CONTRACTOR and any subcontractor shall have the proper state licenses for the work to be performed along with obtaining city and/or county business license(s) prior to commencement of their work.

CONTRACTOR shall secure City of Garden Grove business license and other required licenses and permits prior to working in the City of Garden Grove. CONTRACTOR shall add the City of Garden Grove, as additional insureds on the required liability insurance and to provide a copy of insurance to the City Garden Grove.

The CONTRACTOR and all subcontractors shall comply with all laws, ordinances, rules and regulations bearing on the conduct of the work. Any work performed, or materials or equipment furnished, which does not conform to said laws, ordinances, rules and regulations, shall be changed to conform thereto by the CONTRACTOR at his sole expense.

12. WORK OUTSIDE REGULAR HOURS

No work will be allowed outside regular working hours without the express permission of the Director, except work items relating to maintenance and cleanup of the work area for the purpose of public safety and convenience. In the event work outside regular hours is allowed, any extra expense incurred by the CONTRACTOR shall be considered as being included in his bid prices and no extra compensation will be due for such work.

The legal workday shall consist of eight (8) hours. Should CONTRACTOR receive permission from the Director to work overtime, the CONTRACTOR shall pay all inspection costs as a result of the CONTRACTOR's overtime work at a rate of \$120.00/hr.

Working hours in the City of Garden Grove shall be from 8:00 am to 4:30 pm Monday through Friday. Workdays shall be restricted to Monday through Friday unless written request outlining substantial reasons for working on Saturdays, Sundays or contractual holidays is submitted to the Director a minimum of forty-eight (48) hours in advance of the proposed non-contractual working day(s). If the work proposed is determined by the Director as being in the best interest of the CITY, the necessary inspection and survey services will be provided.

If the reasons for such request are not deemed sufficient, the Director may authorize inspection and survey services, if available. Such services shall be billed against the CONTRACTOR at the time and one-half salary rate plus fringe benefits for the personnel assigned to the project. Such services shall be paid to the nearest half-hour worked, subject to a minimum working period of two (2) hours.

Emergency repairs and pre-storm protective installations may be performed in project areas without written notice.

13. **PRECONSTRUCTION CONFERENCE**

The CONTRACTOR, along with his field representative(s) and all subcontractors, shall meet with representatives of the CITY before the start of construction. The CONTRACTOR will be notified regarding the exact time and place of the conference.

The CONTRACTOR shall **submit a list of material suppliers** to the Director at the Preconstruction Conference. He shall also **designate an employee to be responsible for traffic control** on this project other than the Project Superintendent. This employee shall have expertise in urban traffic control, and shall be at the site during all operations requiring traffic control. As part of his responsibilities, he shall personally inspect the traffic control devices in use at least twice per day during operations, and twice per day on days when traffic control remains in effect when no work is in progress.

A project construction schedule shall be submitted to the Director at the Preconstruction Conference.

A rate schedule shall be submitted to the Director at the Preconstruction Conference.

14. **QUANTITIES OF WORK**

The quantities of work shown in the Proposal are approximate only and constitute the Director's Estimate for this project. The CITY does not expressly or by implication agree that the actual amounts of work will correspond exactly with the Director's Estimate.

The CITY reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the Director.

15. **LEGAL RELATIONS AND RESPONSIBILITY**

Attention is directed to the provisions and penalties applicable to workmen permitted to labor more than eight hours in a calendar day, to labor discrimination, and to employment of alien labor.

16. **PROSECUTION OF WORK**

The CONTRACTOR shall conduct the work in such a manner and with sufficient materials, equipment, and in the time limits set forth in the Specifications and/or Agreement. Should the CONTRACTOR discontinue the prosecution of the work for any reason with the consent of the Director, he shall notify the Director at least twenty-four hours in advance of resuming construction activities.

17. **EXAMINATION OF PREMISES**

CONTRACTORS are required to visit the site before submitting proposals so as to satisfy themselves as to existing conditions immediately surrounding the place of work. No extra payment will be allowed by the CITY for failure to properly assess site-working conditions.

18. **TERMS OF CONSTRUCTION AS USED IN THESE SPECIFICATIONS**

The present tense includes the past and future tenses; and the future the present.

The masculine gender includes the feminine and the neuter.

The singular number includes the plural; and the plural the singular.

"*Shall*" is mandatory and "*may*" is permissive.

19. **RECORD DRAWINGS**

The CONTRACTOR shall keep a complete set of Record Drawings at the job site. Contract Drawings shall be legibly marked showing each actual item of record construction including:

- A. Measured depths of elements in relation to fixed datum points.
- B. Measured horizontal and vertical locations of underground utilities with reference to permanent surface improvements.
- C. Field changes of dimensions, locations and/or materials with details as required to clearly delineate the modifications.
- D. Any details not in the original Contract Drawings developed by the CITY or the CONTRACTOR through the course of construction necessary to clarify or modify the Contract Drawings.

CONTRACTOR shall submit "As-Built" prints to the Director prior to the CITY'S acceptance of the work, **one copy in pdf format and one hard copy**. The prints shall indicate in red all deviations from Project Plans. Failure by CONTRACTOR to submit "As-Built Plans" may cause delay in final payments.

20. **SUBMITTALS (SHOP DRAWINGS)**

The CONTRACTOR shall submit for approval by the Director such material, samples, product specifications/brochures, certified mix designs, warranties material certifications, operations and maintenance manuals and equipment as may be required, whether mentioned specifically herein or not.

The CONTRACTOR shall submit two (2) sets or pdf files of shop drawings for approval. Shop drawings must be completed; any cut sheets with multiple items must be clearly **highlighted** with a yellow felt tip mark identifying specific items to be used on the project. Any "Unhighlighted" cut sheets will be returned for resubmittal. All shop drawings must be approved prior to the start of construction. One set of approved shop drawings must be at the construction site at all times.

21. **SUPERINTENDENCE OF LABOR AND COMPETENCY**

The CONTRACTOR, or an experienced superintendent authorized to act for him, shall be continually in charge of the work. Information given by the Director to the CONTRACTOR's superintendent or his/her authorized representative shall be as binding as though given to the CONTRACTOR in person. In addition, there shall be a qualified and experienced foreman in charge of each branch of work. No workman, foreman, or superintendent shall be continued on the work that is negligent, incompetent or disrespectful in the sole judgment of the Director.

22. **PROTECTIONS AND INSURANCE**

Refer to Construction Agreement.

23. **SUBCONTRACTORS**

No subcontractor will be recognized as such. All persons engaged in the work of construction will be considered as employees of CONTRACTOR, and CONTRACTOR will be held directly responsible for their work. No contract or any portion thereof may be assigned without the written consent of the Director.

24. **CLAIMS/LEGAL ACTIONS AGAINST THE CITY**

It is the intent of this contract, that the CONTRACTOR shall and will indemnify and hold harmless the City of Garden Grove, its officers, its board members, employees, and consultants from any and all claims, suits or actions regardless of the existence or degree of fault or negligence on the part of the CITY. The CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from defects or obstruction or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

In the event claim/legal action is brought against the CITY, it will immediately be referred to the CONTRACTOR. Failure by the CONTRACTOR, for any reason to indemnify, defend and save harmless the CITY, the CITY shall deduct from any money due to CONTRACTOR reasonable expenses that the CITY staff or consultant working for the CITY have incurred in processing, investigation, defending any claims/legal actions brought against the CITY.

25. **SATISFACTION OF LIENS**

Before the CITY will make the final payment to the CONTRACTOR, the CONTRACTOR shall furnish the CITY with lien releases from all subcontractors and suppliers of material, together with a certified statement that the releases represent all the materials furnished and all the subcontractors engaged for the work.

26. **DISPUTED WORK**

If the CONTRACTOR and the CITY are unable to reach agreement on disputed work, the CITY may direct the CONTRACTOR to proceed with the work. Payment shall be as later determined by arbitration, if the CITY and the CONTRACTOR agree thereto, or as fixed in a court of law.

27. **CLEAN UP**

The CONTRACTOR shall protect and care for all work until final completion and acceptance.

During construction, the CONTRACTOR shall keep the site free and clear from all rubbish and debris, and the site must be cleaned up at the end of each day and within one day after the Director gives him notice.

At the time of the completion of the work, the CONTRACTOR shall remove from the site and the vicinity of the work all plant equipment, buildings and other temporary facilities, all used or unused materials belonging to him or used under his direction during construction. He shall remove all debris and rubbish from the site of the work before he makes application for acceptance of the work.

28. **LEGAL HOLIDAYS**

Legal holidays shall be regarded as Thanksgiving Day and the day after, New Year's Day and the day before or after as approved by the CITY, Martin Luther King Day, President's Birthday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, and from **December 18, 2023 to January 2, 2024**.

SECTION 6 – GENERAL CONDITIONS (Continued)

Therefore, by submitting a bid the CONTRACTOR acknowledges that the work will be stopped from **December 18, 2023 through January 2, 2024** and that he/she has included all costs for the shut down of work over this period of time, and the recommencement of work on **January 3, 2024**.

29. **PAYMENTS**

Refer to Construction Agreement.

30. **PAYMENT OF TAXES**

The contract prices paid for the work shall include full compensation for all taxes which the CONTRACTOR is required to pay, whether imposed by Federal, State, or local government, including, without being limited to, Federal Excise Tax and Federal Transportation Tax.

31. **SCHEDULE OF CONSTRUCTION**

The CONTRACTOR shall submit to the Director a schedule of construction for approval.

- A. The CONTRACTOR shall submit a written proposed baseline schedule to the Director before starting construction.
- B. The CONTRACTOR shall be responsible for furnishing a schedule on a form, which meets the Director's approval.
- C. The CONTRACTOR shall be responsible for updating the schedule and, if requested, will provide an updated copy of the schedule at the end of each billing period.
- D. No payments of work completed shall be made until the subject schedule is submitted and approved.

The schedule of construction shall list in detail and proper sequence the various construction items for the job. The Director shall be notified before any change is made in the sequence of construction.

32. **SAFETY PROVISIONS**

The CONTRACTOR shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.

The CONTRACTOR shall maintain the work site in a clean, safe and workmanlike manner. All material to be cleared from the site shall be removed from the site at the end of each day. All open trenches shall be either backfilled or the work area shall be adequately covered with steel plates as directed by the City Inspector at the end of each working day. The CONTRACTOR shall, upon direction of the Director, immediately remove or protect any item, which in the opinion of the Director presents a safety hazard. All costs involved in maintaining the work site in a clean and safe manner shall be included in the various items of work and no additional compensation will be allowed. With the approval of the Director, The CONTRACTOR may establish temporary "No Parking Tow Away" zones adjacent to the work zone. Establishment of such zones shall be coordinated with the Garden Grove Police Department, (714) 741-5707, and the CITY's Traffic Engineer, (714) 741-5190.

33. **GUARANTY**

Refer to Construction Agreement.

34. **COORDINATION OF DOCUMENTS**

SECTION 6 – GENERAL CONDITIONS (Continued)

In case of conflict between the various contract documents, the order of precedence shall be as follows:

1. Special Provisions
2. General Conditions
3. Construction Plans
5. The Standard Specifications
6. Cal Trans Publications

The Standard Specifications shall apply to all phases of work not controlled by documents 1 through 6 above.

In case of conflict between the Standard Specifications and the instructions and conditions of the invitation to bid, the Standard Specifications shall have precedence.

In case of conflict, it is the CONTRACTOR's responsibility to use best materials as approved by the Director.

35. RIGHT-OF-WAY

It shall be the responsibility of the CONTRACTOR to conduct all of its activities within the confines of the work site.

If, for any reason, the CONTRACTOR elects to encroach upon other lands adjoining rights-of-way or adjoining the work site, CONTRACTOR shall first obtain written permission from the owner thereof and provide evidence of such permission in writing to the Director prior to entering upon such lands.

The CONTRACTOR shall indemnify and hold the CITY harmless from all claims for damages occasioned by such work or activity, whether done in compliance with this section and with permission or in violation of this section and without permission.

36. CONSTRUCTION SITE

Construction equipment shall not be stored at the work site before its actual use on the work nor for more than three (3) working days after it is no longer needed on the work. All repairs or assembly of equipment that will take two (2) or more working days to repair shall be done at the construction yard. The CITY shall approve the location and size of construction yard. Any damaged, destroyed or disturbed area at the site shall be restored to their original condition or replaced by the CONTRACTOR as directed by the Director at no additional expense to the CITY. All equipment and materials shall be stored at the yard during weekends, unless otherwise authorized by the Director.

Excavated materials shall not be stored on the site. Excavated materials that may be suitable for backfill may be stored at the site if approved by the Inspector and if storage location conforms to the approved traffic control plan. The Director shall, at all times, have a safe access to the site for purposes of inspection and testing. The CONTRACTOR shall remove all trash, debris, and construction materials, spoil and contaminants (gas, oil diesel fuel, lubricants, etc.) and leave the site in a clean and level condition.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed.

37. TESTS

Tests, including compaction tests, shall be performed in accordance with the Standard Specifications and these Specifications. The CONTRACTOR, at his own expense, shall deliver

SECTION 6 – GENERAL CONDITIONS (Continued)

the materials for testing to the place and at the time designated by the Director. The CONTRACTOR shall notify the Director no less than two (2) working days in advance of any required materials testing. The cost of performing such tests shall be borne by the CITY when results indicate compliance with the specifications; otherwise, the expense of such tests shall be borne by the CONTRACTOR.

38. **COMPLIANCE WITH LAW**

CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments.

40. **NO WAIVER OF CONDITIONS**

CONTRACTOR agrees that waiver by CITY of any one or more of the conditions of performance under this contract shall not be construed as waiver of any other condition of performance under this contract.

41. **CORPORATE AUTHORITY**

The persons executing this contract on behalf of the parties hereto warrant that they are duly authorized to execute this contract on behalf of said parties and that by so executing this contract; the parties hereto are formally bound to the provisions of this contract.

42. **MODIFICATION**

This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only by subsequent mutual written agreement executed by the CITY and the CONTRACTOR.

43. **WAIVER**

All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and the CONTRACTOR.

44. **CALIFORNIA LAW**

This Agreement shall be construed in accordance with the laws of the State of California.

45. **INTERPRETATION**

This Agreement shall be interpreted as though prepared by both parties.

46. **PRESERVATION OF AGREEMENT**

Should any paragraph, clause or provision of this agreement be found invalid or unenforceable, such decision shall affect only the paragraph, clause, or provision construed and interpreted, and all remaining provisions shall remain valid and enforceable.

47. **MUTUAL AGREEMENT**

The parties hereto do mutually covenant and agree to the full and faithful performance of their respective obligations under this contract.

48. **NOTICE OF COMPLETION**

CONTRACTOR shall certify in writing to CITY, prior to final payment that the entire project is complete and request that CITY issue a Notice of Completion. Within a reasonable time thereafter, CITY and CONTRACTOR shall make an inspection. If the CITY does not consider the project complete, it will notify the CONTRACTOR in writing giving its reasons (the list of work to be completed or corrected) and shall be accepted by the CITY prior to any final payment and recordation of the Notice of Completion.

SECTION 7 - SPECIAL PROVISIONS

ARTICLE 1 – CHANGES/DISPUTED WORK/CLAIMS

Owner Directed Changes – CITY initiated changes in the work shall be processed in accordance with Sections 5.9.1 and 5.9.2 of the Agreement.

Contractor Initiated Changes/Changed Conditions – The CONTRACTOR shall promptly notify the Director of the following work site conditions (hereinafter called changed conditions), in writing, upon their discovery, but in no event later than three (3) calendar days after they are discovered, and before they are disturbed:

1. Subsurface or latent physical conditions differing materially from those represented in the Contract;
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and
3. Material differing from that represented in the contract which the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and

The CONTRACTOR's failure to give written notice of the alleged changed conditions within the time required three (3) calendar days shall constitute a waiver of any potential change order or claim for said alleged changed condition.

The Director will promptly investigate conditions which appear to be changed conditions. If the Director determines that the conditions are changed conditions and will materially affect costs, the CONTRACTOR, upon submitting a written request which is acceptable to the CITY and that includes a breakdown and detail of the costs in sufficient detail so the CITY may fully analyze the change and costs, shall be entitled to a change order. If the Director determines that conditions are changed conditions and they will materially affect performance time, the CONTRACTOR, upon submitting a written request which includes an acceptable Time Impact Analysis, will be granted an extension of time.

If the Director determines that the conditions do not justify an adjustment in compensation, the CONTRACTOR will be notified in writing. This notice will also advise the CONTRACTOR of its obligation to notify the Director in writing if the CONTRACTOR disagrees. Nothing herein will relieve the CONTRACTOR from its obligation to proceeding with the disputed work.

Should the CONTRACTOR disagree with the decision of the Director, it may submit a written claim for equitable adjustment pursuant to Section 5.9.5 of the Agreement. The written claim for equitable adjustment shall include sufficient detail to allow the CITY to fully analyze the potential claim and shall include at a minimum, the points of disagreement, applicable contract specification references, quantities and costs involved. In the event of such dispute, the CONTRACTOR shall not be excused from any scheduled completion date and shall proceed with all work to be performed under the contract. Although not to be construed as proceeding under extra work provisions, CONTRACTOR shall keep and furnish records of disputed work in accordance with Section 3-3 of the Standard Specifications. These records shall be legible and completely describe the work in dispute, including location. These records shall be submitted to the CITY inspector on a daily basis. The inspector will initial records as acknowledgement of T&M only and said initials shall not convey approvals. The Director shall review

SECTION 7 - SPECIAL PROVISIONS (Continued)

the notice of potential claim and the parties shall meet and confer, and try to resolve in good faith the potential claim.

Disputed Work – If for any reason potential claims cannot be settled through good faith negotiations, the potential claims will be resolved in accordance with Section 3-5 of the Standard Specifications with the following additions:

The CITY and the CONTRACTOR shall share all fees required by mediation or arbitration equally. When the claim is to be settled in court, both parties must pay their own attorneys' fees.

Resolution of Claims – At the final inspection, CONTRACTOR shall provide a list of all claims, proceeding from notices of potential claims previously submitted under the requirements of the Contract, for which he intends to file claims. CONTRACTOR shall also arrange to meet and confer on the listed claims within 15 days of the final inspection. Time of the meeting shall be within this 15-day period. If on the day of final inspection CONTRACTOR fails to set such meeting or provide the list of claims, the project will not be accepted and working days will continue to accrue. If these requirements are met on the day of the final inspection, preliminary acceptance will be established pending final acceptance following attendance of CONTRACTOR at the scheduled meeting.

If CONTRACTOR attends the scheduled meeting within 15 working days of the final inspection, the date of acceptance will be the date of final inspection. Failure of the CONTRACTOR to attend such meeting within 15 days of the date of preliminary acceptance shall cause the working days used in performance of the contract to be calculated based on the date of the actual meeting being date of final acceptance, minus 15 days.

Section 20104 et seq. of the California Public Contract Code prescribes a process utilizing informal conferences, nonbinding judicially supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less.

"Public Work" has the same meaning as in Section 3100 and 3106 of the Civil Code,..." (20104 (b) (1)).

"Claim" means a separate demand by the CONTRACTOR for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the CONTRACTOR pursuant to the contract for a public work and payment of which is not otherwise entitled to, or an amount the payment of which is disputed by the local agency. (20104 (b) (2)).

For any claim subject to this article, Section 20104.2 et seq., the following requirements apply

- a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

SECTION 7 - SPECIAL PROVISIONS (Continued)

- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- c) (1) For claims over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after the receipt of further documentation, or within a period no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with section 900) and Chapter 2 (commencing with Section 910) of Part 3 of division 3.6 of Title 1 of the Government Code.

For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time claim is denied, including any period of time utilized by the meet and confer conference.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

- a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that Code. The Civil Discovery Act of 1986 (Article 3 (Commencing with section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- (2) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction

SECTION 7 - SPECIAL PROVISIONS (Continued)

law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

20104.6

- a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
- b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

ARTICLE 2 - SCOPE OF WORK AND SEQUENCE OF CONSTRUCTION

The scope of work shall conform to the provisions of Sections 2 and 3 of the Standard Specifications and the following additions:

The work to be done consists of furnishing all labor, materials, tools, equipment and incidentals necessary for the construction as shown on the construction plans and as specified in these Specifications.

The Contractor shall submit detailed work plan with anticipated start date, duration of construction, phasing plan, the sequence of work, staging areas, etc. The Contractor shall be responsible for assuring that all work sequences are logical and the schedule shows a coordinated plan for complete performance of the work.

The project will also require traffic control plans, permits and implementation, storm water protection, demolition and disposing of demolished material and appurtenant work.

The unit prices, shall include the cost of equipment, tools, materials and labor that are delivered to the work site that are necessary for this purpose, to complete the project within the contract time required.

When unforeseen difficulties or a conflict is encountered, including toxic and hazardous materials, CONTRACTOR shall notify the Director in writing immediately upon discovery and before the existing conditions are disturbed. **CONTRACTOR shall also allow the Director minimum of four (4) hours on five (5) separate occurrences of standby time at no charge to investigate the conditions and make determinations concerning these conditions.** CONTRACTOR and his work force shall assist the Director in such investigations. If the Director determines that additional time is needed for evaluation after investigation; the CONTRACTOR shall reschedule, reassign, transfer or move any labor, materials, tools, equipment and alter the sequence of construction activities as necessary to carry out the intent of this project at no cost to the CITY.

The CONTRACTOR cannot withdraw from the project site any labor, materials, tools and equipment without prior written approval by the Director or his authorized representative. Therefore, the CONTRACTOR shall have no claim against the CITY for delay, standby time of tools, equipment and labor, damages, liability and loss of profit, when it is necessary for the Director to exercise this requirement.

Full compensation for conforming to the requirements of this Article shall be considered as included in the Contract bid prices for the various items of work. No separate payment will be allowed.

ARTICLE 3 – MARK-UP OF EXTRA WORK

SECTION 7 - SPECIAL PROVISIONS (Continued)

To eliminate the ambiguity and provide the CONTRACTOR clear understanding of the allowable markup, Section 3-3.2.3 "Markup" of the Standard Specifications shall be deleted and replaced with the following:

(a) Work by CONTRACTOR.

A **markup of five (5) percent**, covering all overhead and profits, shall be added to the CONTRACTOR's costs as determined under 3.3-2.2 and shall constitute the CONTRACTOR's only payment for all overhead of any type and profit on "extra work". There shall be no compensation for bond costs associated with "extra work".

(b) Work by SUBCONTRACTOR.

When a SUBCONTRACTOR performs all or any part of the extra work, the markup established in 3-3.2.3(a) shall be applied to the SUBCONTRACTOR's actual cost of such work, and shall constitute its only payment for all overhead of any type and profit. The CONTRACTOR shall receive an additional markup, not to exceed five (5) percent, for all its overhead and profit on the "extra work" performed by the SUBCONTRACTOR.

No higher markup than as stated above shall be allowed or accepted for any extra work.

ARTICLE 4 - COOPERATION

Although there can be no guarantee that difficulties will not be encountered, the cooperation of the CONTRACTOR is expected. The CITY has endeavored to provide a complete set of project plans and specifications. In the event of any conflict during the course of construction, CONTRACTOR shall allow reasonable time and provide equipment and manpower for the Director to field-check and make determination to resolve the conflict.

CONTRACTOR shall provide equipment and manpower to dig all holes necessary for testing and other test requirements.

CONTRACTOR shall have a representative on the job site at all times during working hours. The representative shall have the authority to make decisions regarding work that can commit CONTRACTOR time, materials, equipment, labor, and resources.

Full compensation for conforming to the requirements of this Article shall be considered as included in the contract bid prices for the various items of work. No separate payment will be allowed.

ARTICLE 5 - SCHEDULE OF CONSTRUCTION AND ORDER OF WORK

A. Schedule of Construction

Before starting construction, **the CONTRACTOR shall submit to the Director a cost loaded progress schedule, by task in bar form, to be approved by the Director.** The schedule shall show the order in which the CONTRACTOR proposes to carry out the work, and the contemplated dates for starting and completing the separate work activities. The CONTRACTOR shall use Primavera software such as P3, SureTrak or approved equal for schedule.

The sum of the allocated cost to the separate work activities shall equal all work shown on the plans and as required by these specifications.

SECTION 7 - SPECIAL PROVISIONS (Continued)

It shall be the CONTRACTOR's responsibility to contact and coordinate the requirements of any impact to public utilities through the utilities representative. **The construction schedule shall include the start and completion dates of public utilities underground work and coordination (if necessary).**

The progress schedule shall be consistent with the order of the work, and time requirements of the contract.

Construction in more than one location at one time will be allowed only if authorized by the Director in writing. Said authorization will be contingent upon the CONTRACTOR's ability to demonstrate a significant benefit to the CITY.

B. Construction Meeting

A weekly construction meeting shall be held between representatives of the CITY and the CONTRACTOR, at an agreed upon place, day of the week and time in order to discuss progress, submittals, potential problems and other activities related to the project.

C. Order of Work

The first order of work, after being notified that the CITY has awarded the contract, shall be to place the **order for all shop drawings, traffic control plan** (if required), and **storm water pollution prevention plan** required by this project. The order shall be placed within **three (3) working days** from date of notification.

Full compensation for conforming to the requirements of this Article shall be considered as included in **the contract bid prices for the various items of work**. No separate payment will be allowed. CITY shall not be

ARTICLE 6 - PRESERVATION OF PROPERTY AND SURVEY MONUMENTS

Attention is directed to Section 7-9 of the Standard Specifications and the following Special Provisions:

Permanent Survey Monuments and Markers

The CONTRACTOR shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and benchmarks located within the limits of the project. If any of the above require removal; relocation or resetting, the CONTRACTOR shall, prior to any construction work and under the supervision of a California-licensed Land Surveyor or Civil Engineer, establish sufficient temporary ties and benchmarks to enable the points to be reset after completion of construction.

Any ties, monuments and bench marks disturbed during construction shall be reset by the CONTRACTOR per City or Orange County Standards after construction and the centerline tie notes shall be submitted to the CITY on 8 1/2" X 11" loose leaf paper. The CONTRACTOR and his sureties shall be liable for, at his expense, any resurvey required in protecting existing ties, monuments, benchmarks or any such horizontal and vertical controls.

Payment for preservation or reestablishment of permanent survey monuments and markers including centerline ties shall be included in the various items of work. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all the work involved in preserving or reestablishing the survey monuments including centerline ties, all excavation, backfill and replacement of pavement section, and conforming to the requirements of this Article. No separate payment will be allowed.

ARTICLE 7 - DUST AND SOUND CONTROL REQUIREMENTS; CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT REQUIREMENTS

Erosion Control

Per the Federal Clean Water Act, the Contractor is required to eliminate pollution to waters of the United States that may result from this project. This project will require the Contractor to implement "Best Management Practices" (BMP's). BMPs shall include, but is not limited to fabric over the grate and side openings during the removal and replacement of AC process and the removal of the AC byproduct, immediately cleaning up spilled fluids with an absorbent material and broom, sealing containers of hazardous materials immediately after use, removing loose dirt from the work sites daily, covering stock piles and materials, etc.

Contractor is required to implement an erosion control program, including plans, prior to performing any excavation or disturbing any soil, landscape, or pavement.

- a. Submit four (4) copies of erosion control plan to City for approval.
- b. Erosion control plan shall include emergency 24-hour telephone number(s) of responsible Contractor personnel and details of protective measures, including desilting basins or other temporary drainage and/or control measures.
- c. Necessary materials (gravel bags, etc.) or devices, per the approved plan, shall be available on site at convenient locations to facilitate rapid installation or to repair any damaged erosion control measures when rain is imminent. All removable protective devices shown on the plan shall be in place at the end of each day when the five (5) day rain probability forecast exceeds forty (40) percent.
- d. Remove all silt and debris from check dams and desilting basins after a rainstorm and as needed to assure proper operation.
- e. Contractor is advised that, based upon actual site conditions, other work devices, controls, and/or revisions to the erosion control plan/program may be by the project inspector, at no cost to the City, to satisfy requirements of this article.

Payment for implementing (BMPs) shall be included in the prices bid for various contract items. The price shall include all costs of all documentation; administration and implementation of the erosion control requirements and SWPPP requirements for the entire contract period, and no additional compensation shall be made therefor.

Dust Control

Dust control shall consist of applying water in conformance with Section 7-8 of the Standard Specifications, with the following modification:

The CONTRACTOR shall furnish and operate a water truck and self-loading motor vacuum sweeper with spray nozzles applied at least twice each calendar day (including holidays and weekends), first during construction to keep paved areas reasonably clean, and second at the end of day. The CONTRACTOR shall never leave the construction premises dirty or dusty.

All spillage and any excessive dirt or debris resulting from hauling operations, moving of equipment along or across any private or public property or public traveled way, shall be removed immediately at the CONTRACTOR's expense.

SECTION 7 - SPECIAL PROVISIONS (Continued)

Whenever the CONTRACTOR fails to control dust resulting from the performance of the work, the Director may cause such dust to be controlled. The costs of controlling dust shall be deducted from moneys due or to become due the CONTRACTOR.

No separate payment will be made for any work performed or material used to control dust resulting from the CONTRACTOR's performance of the work, or by public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered as included in the price paid for the various items of work involved.

Sound Control

The CONTRACTOR shall comply with all local sound control and noise level rules, regulations and ordinances, which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

The noise level from the CONTRACTOR's operations shall not exceed 86 DBA at a distance of fifty feet (50'). This requirement in no way relieves the CONTRACTOR from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the CONTRACTOR. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of sound control shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

By submission of this bid, or the execution of this contract or subcontract, as appropriate, the bidder, CONTRACTOR, or SUBCONTRACTOR, as appropriate, will be deemed to have stipulated the following:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR Part 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the CONTRACTOR agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed hereunder.
3. That the CONTRACTOR shall promptly notify the OSHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

SECTION 7 - SPECIAL PROVISIONS (Continued)

4. That the CONTRACTOR agrees to include or cause to be included the requirements of paragraphs 1 through 4 of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements (FHWA 1273 Rev. 8/89, 12-4-89).

Full compensation for conforming to the requirements of the Clean Air Act and Federal Water Pollution Control Act shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

ARTICLE 8 - CONSTRUCTION WATER

Application of water shall conform to the provisions of Section 7-8.5 of the Standard Specifications and the following additions:

Construction water may be taken only at locations approved by the City of Garden Grove Water Services Division. The CITY will install a construction meter and eddy valve at these locations at the CONTRACTOR's expense. This valve shall be operated when taking construction water with the fire hydrant remaining open during the day. CONTRACTOR will be charged for construction water on an as-used basis.

The CONTRACTOR must contact the City of Garden Grove Water Services Division to request installation of a fire hydrant water meter for construction water and shall make appropriate deposits to cover meter installation and testing, meter relocation and or damage to the meter.

Water shall be applied in the amounts, at the locations, and for the purposes designated in these specifications and as ordered by the Director.

Water for compacting embankment material, subbase, base and surfacing material, and for laying dust shall be applied by means of pressure-type distributors or pipe lines equipped with a spray system or hoses with nozzles that will ensure a uniform application of water.

Equipment used for the application of water shall be equipped with a positive means of shut-off. Unless otherwise permitted by the Director or unless all the water is applied by means of pipe lines, at least one mobile unit with a minimum capacity of 1,000 gallons shall be available for applying water on the project all times.

Payment for applying water, including all labor, tools, equipment, and incidentals required for the application of water shall be considered as included in the various contract items of work involving the use of water, and no additional compensation will be allowed.

ARTICLE 9 - PROJECT APPEARANCE

The CONTRACTOR shall maintain a neat appearance to the work site. Neat appearance shall include daily clean-up of all debris that may be generated from trucks and equipment using the approved Haul Route. Asphalt concrete, aggregate base, broken PC concrete, native soil, and debris developed during construction shall be disposed of concurrently within its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.

Dust caused by the passage of public traffic through the work shall be considered as resulting from the CONTRACTOR's performance of work. The CONTRACTOR is responsible for abating dust caused by his operation in accordance with **Article 7** of these Special Provisions.

SECTION 7 - SPECIAL PROVISIONS (Continued)

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as **included in price paid for the various contract items** of work involved and no additional compensation will be allowed therefore.

ARTICLE 10 - PUBLIC SAFETY

The CONTRACTOR shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.

The CONTRACTOR shall take all necessary precautions to protect the public from the hazards of open excavations. Trenches and other excavations shall either be safely covered or adequately fenced in a manner meeting the approval of the Director overnight and on weekends or at other times required by the Director for safety. No open trenches or any other open excavation shall be left open for more than two (2) working days. In the absence of covering or fencing, CONTRACTOR shall backfill all open excavations at his expense.

ARTICLE 11 - ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES

If discovery is made of items of archaeological or paleontological interest, the CONTRACTOR shall cease excavation of the area of discovery and shall not continue until such time as approved by the Director. The Director shall then direct excavation operations within the area of discovery.

Discoveries include but are not limited to, dwelling sites, stone or other artifacts, animal bones, human bones and fossils.

The CONTRACTOR shall be entitled to an extension of time in accordance with the provisions of Subsection 6-3 of the Standard Specifications. Should the CONTRACTOR's operations be affected materially, additional work will be paid for as extra work as provided in Subsection 3-3, "EXTRA WORK," of the Standard Specifications.

ARTICLE 12 - GEOTECHNICAL INVESTIGATION

The CITY ***has not*** conducted a geotechnical investigation where the proposed fence improvements are to be constructed. Each prospective bidder shall be responsible for obtaining any geotechnical information that he/she needs to prepare for his/her bid. Each prospective bidder shall be responsible for the cost of obtaining the required geotechnical information for his/her bid.

By submitting a bid, the CONTRACTOR acknowledges that he/she has satisfied himself/herself as to the nature of the work, including but not restricted to the conditions affecting handling and storage of materials, **disposal of excess material, level and amount of groundwater, and ascertaining existing conditions that affect labor, materials and equipment costs.**

In the event groundwater is encountered, the CONTRACTOR shall provide and maintain dewatering during construction in accordance with the standard specifications and the requirements of the CITY's NPDES Order No. 85-83 issued by the California Regional Water Quality Control Board (Santa Ana Region).

All costs for dewatering, when encountered during construction, shall be included in the contract bid prices for the various items of work. No separate payment will be allowed.

SECTION 7 - SPECIAL PROVISIONS (Continued)

All costs for geotechnical testing other than compaction testing shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be allowed therefore.

ARTICLE 13 – MOBILIZATION/DEMobilIZATION

Mobilization and demobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance and financing prior to beginning work on the various contract items on the project site. Any bonds that must be posted or proof of insurance issues that arise must be resolved prior to mobilization and/or demobilization. Mobilization and demobilization shall also include the time and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the CONTRACTOR's personnel to keep the construction site in a safe condition, and all other related work as required for all non-working days during the course of construction. **The CONTRACTOR is responsible for securing an adequate storage site for equipment and materials.**

Payment for mobilization and demobilization shall be included in the **bid price per Lump Sum for Clearing and Grubbing, including Mobilization and Demobilization** in the bid proposal and shall include full compensation for furnishing all labor, materials, equipment, rental of necessary equipment, materials and storage sites for storage purpose, and incidentals necessary to mobilize and demobilize in accordance with the paragraph above.

ARTICLE 14 - TRAFFIC CONTROL (IF NECESSARY)

Traffic control shall conform to the latest editions of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and with Caltrans Standard Plan T11 Traffic Control System for lane closure on multi-lane conventional highways. Notes 2 and 6 of the Caltrans Standard Plan T11 regarding illuminated advanced warning signs and cones shall not apply.

A. VEHICLE TRAFFIC CONTROL

A minimum of one (1) eleven foot lane for each direction shall be kept open and maintained for public use at all times except as indicated on the plans or as directed by the Director during construction.

B. PEDESTRIAN TRAFFIC CONTROL

A minimum of one four foot wide all-weather pedestrian walkway shall be kept open and maintained to the satisfaction of the Director along both sides of each public street at all times during construction.

C. ACCESS TO ADJACENT PROPERTIES

A minimum of one (1) driveway per property shall be accessible and maintained at all times unless otherwise authorized by the City. Temporary drive approach ramps constructed of recycled materials or temporary asphalt (12' minimum width) may be installed as approved by the Director. Trench plates may also be used.

D. GENERAL TRAFFIC CONTROLS

Notification letters shall be hand delivered by Contractor two (2) weeks in advance of beginning of construction giving notice of traffic restriction, period of construction, and suggested use of

SECTION 7 - SPECIAL PROVISIONS (Continued)

alternate routing. Exact wording on the advanced notification letters will be approved by the Director.

Traffic control devices shall comply with Section 12 of the Standard Specifications.

The Contractor shall submit traffic control plans prepared by a civil engineer registered in the State of California, stamp the plans for approval at least ten (10) working days prior to commencement of work to the City of Garden Grove Traffic Division for approval. The plans shall show all businesses, directional signs, driveway entrances, signs, delineation, tapers, dimensions, etc., for traffic control. The traffic control plans should include **Traffic Control Notes** (that can be found at: [revised-traffic-control-notes-3-8-22.pdf \(ggcity.org\)](https://www.ggcity.org/files/traffic-control-notes-3-8-22.pdf)). No construction will begin until the Contractor's traffic control plans are approved by the City of Garden Grove. The plans shall indicate the various phases of work and the proposed traffic control methods for each phase of construction on each street segment. The plans shall conform to the requirements of the latest edition of the CA MUTCD, these Special Provisions.

Flashing arrow signs shall be used as noted in the traffic control plans. (Battery or solar powered only).

Placement of temporary pavement marking tape shall consist of applying, maintaining, and later removing temporary traffic stripe (traffic line) and pavement marking tape at the locations shown on the plans or designated by the Director in conformance with these special provisions.

Temporary tape and/or painted stripes and removal of existing channelization may be required for traffic control. Tape for temporary traffic stripes and pavement markings will be a reinforced plastic type especially designed for ease of removal.

Temporary stripes shall be placed to the line established by the Director. Completed stripes shall be straight on tangent alignment and shall be on a true arc on curved alignment.

Surfaces on which the tape is to be applied shall be cleaned of all dirt and loose material and shall be dry when the tape is applied. The air temperature and pavement temperature at the time the tape is applied shall be 50°F or above. Tape shall not be applied over existing painted stripes or markings.

After the tape has been applied it shall be rolled slowly with a rubber tired vehicle or roller to ensure complete contact with the pavement surface.

Temporary traffic stripes and pavement markings that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at his expense.

When no longer required for the direction of public traffic, as determined by the Director, the tape shall be removed and disposed of outside the highway right of way and all marks used to establish satisfactory lines for the temporary stripes and pavement markings shall be removed from the pavement.

Every effort shall be made by the Contractor to insure traffic safety. If in the opinion of the Director additional signing or delineation is required for traffic safety, then the Contractor shall furnish and place the additional signs or delineators at no additional cost to the Agency.

E. ROAD CLOSURE CONDITIONS

SECTION 7 - SPECIAL PROVISIONS (Continued)

When construction conditions do not permit through traffic to use the street as determined by the Director, the following conditions will prevail:

- The Director must receive notice from the Contractor of any proposed road closure at least 48 hours prior to the actual closure. Before any road closures may be approved by the Director, specific detour plans for signing and barricading must be approved by the Traffic Engineer. At the times during the road closure conditions, a ten-foot (10') minimum width access corridor shall be kept open and maintained for emergency vehicles.

F. TRAFFIC CONTROL AND SAFETY

All control, warning and safety devices shall conform to the requirements set forth in the latest edition of the CA MUTCD.

If attention is directed to the existence of a hazard and the Contractor fails to provide such devices, said devices will be placed or caused to be placed by the City. The cost of placement of these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$500.00 per hour for labor and the pickup truck, \$50.00 per day per barricade, and any other costs incurred by the City relative to traffic control. Said costs, if any, shall be deducted from the progress payments and from the total Contract price for the work.

When entering or leaving roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. No excavation within five feet of the traveled way shall remain open no longer than is necessary to perform the work, and in no case shall remain unfenced or unplated overnight or on weekends.

The Contractor shall provide and maintain all signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the motoring public within the limits of the construction area and all its approaches, including advanced signing and barricades. He shall also post proper signs to notify the public regarding the conditions of the roadway, all in accordance with the provisions of the Vehicle Code, and the CA MUTCD, as published by the US Department of Transportation, Federal Highway Administration.

The Contractor shall conduct his operations so as to provide reasonable access to the adjacent properties and shall have no greater length or quantity of work under construction than he can properly prosecute with a minimum of inconvenience to the public and other contractor engaged on adjacent or related work.

Portable delineators shall be spaced as necessary for proper delineation of the travel way. The spacing between delineators shall not exceed the requirements set forth in the CA MUTCD.

If the traffic cones or portable delineators are damaged, displaced or are not in an upright position from any cause, said cones or portable delineators shall immediately be replaced or restored to their original location in an upright position by the Contractor.

The Contractor shall furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warning to the public of any dangerous conditions to be encountered, shall perform their duties and shall be provided with the necessary equipment in accordance with the current Caltrans "Instructions to Flagmen." The equipment shall be furnished and kept clean and in good working condition by the Contractor at his expense.

SECTION 7 - SPECIAL PROVISIONS (Continued)

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as above provided, the Director may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at this expense. Should the Director point out the inadequacy of warning and protective measures, such action on the part of the Director shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

All existing stop signs and street name signs shall be maintained in visible locations during construction and permanently relocated or removed as directed by the Director. Signs, which need not be maintained during construction or permanently relocated, shall be salvaged and returned to City Yard.

Temporary Traffic Lanes

1. Temporary control of traffic in work areas requires the provision of adequate street space to accommodate the traffic demands, particularly during peak traffic hours.
2. Temporary traffic lane requirements for construction activities in Arterial STREET may be specified on the permit, on the plans or in the specifications. These requirements constitute a part of the work and must be adhered to as rigidly as any other specification.
3. Construction activities on Arterial STREET shall be planned and scheduled to minimize interference with traffic. Except for emergencies, no construction work shall encroach into a moving lane of traffic between the hours of 4:30 PM to 7:30 AM unless otherwise authorized by the Director.
4. All temporary traffic lanes shall be a minimum of eleven feet in width at either direction unless otherwise authorized.
5. Suitable surfacing must be provided for the temporary traffic lanes in work areas. When traffic is diverted from the existing pavement, temporary surfacing shall be provided and shall be in conformance with the current standard specification for such work issued by the City.
6. Construction equipment not actively engaged in the work and employee vehicles shall not be parked near the work in such a manner as to further restrict or obstruct traffic flow. Vehicles and equipment in continuous or frequent use may be operated or parked in the same traffic lanes as the work obstruction.

Control, Warning and Guidance Devices

1. Devices fall into six categories: (1) Signs, (2) Barricades, (3) Delineators, (4) High Level Warning Devices, (5) Warning Lights and (6) Flashing Arrow Signs.

Sign Types

1. Traffic signs are classified into several functional groupings: construction, warning, guide and regulatory.
2. The use of "Regulatory" signs must be approved by the Director. When required, all such signs will be provided, installed and maintained by the Contractor.
3. Existing "Regulatory" signs within or adjacent to the work area must be maintained by the Contractor. If existing signs are not appropriate for traffic conditions in the work area, the Director must be notified to determine if signs shall be covered, replaced or relocated.
4. Temporary "No Parking" signs shall be installed and removed as directed by the Director.

SECTION 7 - SPECIAL PROVISIONS (Continued)

5. Temporary "No Parking" signs shall not be posted on any tree, utility pole or traffic sign.

Sign Placement

1. The location of signs will depend upon alignment, grade, and location of street intersections and posted speed limit. Signs shall face and be visible to oncoming traffic and be mounted to resist displacement. The center of signs shall be at least four and one-half feet above the roadway. Vertical clearance for signs where pedestrian traffic is permitted shall be two feet. "Advance Warning" signs shall be located on the right hand side of traffic lanes.
2. All signs, which are to convey their messages during darkness, shall be reflectorized or illuminated.
3. No signs or supports shall bear any commercial advertising.
4. Warning, Guide and Regulatory signs normally shall be installed immediately before work is to commence and must be removed immediately after work is complete.
5. If at any time a sign is not required, it shall be covered or removed.
6. Construction signs shall be installed in accordance with Section D, General Traffic Controls.

Barricades

1. Barricades shall not be placed in a moving lane of traffic without advance warning, such as a high level warning devices and appropriate delineation.
2. Barricades shall be of three types: Type I, Type II, or Type III.

Delineators

1. All delineators used at night must be reflectorized adequately or internally luminated.
2. Opposing traffic shall be separated by delineators, traffic striping, or raised pavement markers.
3. Where traffic is diverted to the left of an existing double yellow centerline, into a painted median or into a left turn lane, delineators shall be utilized beyond the work area to return traffic to normal lanes.
4. Devices, which could roll into the adjacent traffic lane when hit, shall not be used.
5. Metal or wooden post mounted in concrete-filled buckets or on automobile wheels are examples of types, which are prohibited.
6. Maximum Recommended Delineator and Sign Placement

Traffic Speed	Merging Taper Length	Spacing Transition	Spacing Tangent	Signs Space Between and Advance of Taper
25 mph	125 ft.	25 ft.	25 ft.	100 ft.
30 mph	180 ft.	25 ft.	25 ft.	250 ft.
35 mph	245 ft.	25 ft.	25 ft.	250 ft.
40 mph	320 ft.	25 ft.	25 ft.	250 ft.
45 mph	540 ft.	25 ft.	25 ft.	350 ft.

High Level Warning Devices

1. High level warning devices shall be at least 9 feet high with legs, base or truck mounting designed to resist overturning.

SECTION 7 - SPECIAL PROVISIONS (Continued)

2. Sandbags may be used to add weight to the base or legs.
3. High-level warning devices shall be equipped with a yoke at the top to accommodate at least three flags.
4. Flags shall be high visibility orange, with stays to keep flags extended.
5. Torn or dirty flags shall be immediately replaced.
6. High level warning devices are not permitted on Arterial STREET. Flashing arrow signs are required.

Warning Lights

1. Flashers shall be used only to outline the work area or to provide advance warning.
2. Flashers shall not be used to channelize traffic, to separate opposing traffic, or to delineate the path that traffic is to follow.

Flashing Arrow Signs

1. All flashing arrow signs shall meet the following requirements:

Type	Minimize Size	Minimum Number of Panel Lamps	Minimum Legibility Distance
II	36" x 72"	13	¾ mile
I	48" x 96"	15	1 mile

2. Flashing arrow signs are intended to supplement, not replace, other work area traffic control device.
3. Flashing arrow signs are required for each lane closure on an arterial street.

Pavement Striping/Markings

1. Restriping will be considered under the following conditions:
 - a) Where traffic is diverted for extended periods.
 - b) When traffic is to be diverted to the left of an existing double yellow centerline for two or more consecutive nights.
 - c) When the work area is adjacent to an intersection and results in a transition within the intersection.
 - d) When the traffic lane is continuously obstructed for more than 5 working days and traffic volumes require two or more lanes in a single direction.
 - e) In other unusual situations when traffic and physical conditions require special treatment.
2. The Director shall determine the need for and extent of striping removal and restriping.
3. The installation of temporary striping or pavement markers will be the responsibility of the Contractor.

Pedestrian Traffic

SECTION 7 - SPECIAL PROVISIONS (Continued)

1. When the work area encroaches upon a sidewalk, walkway or crosswalk area, special consideration must be given to the pedestrian safety.
2. A minimum of advance warning is required.
3. The pedestrian must be separated from the work area.
4. Protective barricades, fencing, handrails and bridges, together with warning and guidance devices must be used to define the passageway.
5. Pedestrian walkways must be approved prior to installation by the Director.
6. Walkways shall be maintained at least four feet in width.
7. Minimum vertical clearance to any obstruction within the walkway must be two feet.
8. At no time shall pedestrians be diverted into a portion of the street without a physical barrier being provided, and in those areas where material can fall, the walkway shall be covered.
9. Appropriate signs and warning must be installed at the construction limits in advance of and crosswalk or pedestrian way that will be closed.

Flag Person Control

1. Flag person will be required:
 - a) Where workers or equipment intermittently block a traffic lane.
 - b) Where the traffic plan allows the use of one lane for two directions of traffic.
 - c) Where the safety of the public and workers determines there is a need.
2. Flag persons should be stationed far enough from the work to slow down or stop vehicles before they enter the work area.
3. Flag persons shall wear orange jacket (vest) for daytime use and a reflectorized belt and harness for nighttime.
4. During daylight hours, flag person shall be equipped with a sign paddle and at night, they shall use a red light.

Pursuant to the provisions of Section 14005 of the California Government Code, and pursuant to the provisions of Section 21400 of the California Vehicle Code, that the signs, lights, and devices shall conform to the provisions of the "Manual of Traffic Controls for Construction and Maintenance Work Zones," issued by the Department of Transportation for the State of California.

G. PAYMENT

Payment for **Traffic Control** shall be made at the **Contract price bid per Lump Sum** and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in preparation of traffic control plans, approval of traffic control plans, implementation of traffic control, including but not limited to, Construction Information Signs, electronic changeable message board signs, applying, maintaining and removing tape for temporary traffic stripes and pavement markings, complete in place, flashing arrow sign, as specified in these special provisions and as directed by the Director, and no additional compensation will be allowed therefore.

ARTICLE 15 - CONSTRUCTION YARD SITE

CONTRACTOR shall at his expense, secure a site for storing materials, supplies, and equipment. It is the CONTRACTOR's responsibility to secure a yard prior to the start of construction. Securing a site,

SECTION 7 - SPECIAL PROVISIONS (Continued)

although for this project, shall be agreed upon separately by the Contractor and Private Entity or Contractor and the City's Realtor Agent. Available vacant properties in the project area may not be zoned for a construction yard. It is recommended to check with the City's Planning Department for zoning. A conscious effort on the CONTRACTOR's part is required, that due regard to the rights of the public must be observed at all times. Possible obstruction and inconvenience shall be kept to the minimum.

If the CONTRACTOR pursues to enter in agreement with the City to use City or City leased property as a construction yard a temporary use permit is required with an application fee of \$50.00. The application is subject to review and approval by the Realtor Agent from the Planning Department. Before moving in to the site, CONTRACTOR shall provide a certificate of insurance naming the City of Garden Grove as additional insureds from all liability. The construction yard site will become part of the project. All conditions and requirements of the project also apply to the construction yard.

Construction materials shall not be stored in streets, roads or highways for more than three (3) working days after unloading nor will the materials be stored in the streets over weekends and holidays. All materials or equipment not installed or used in the construction within three (3) working days after unloading shall be stored at the construction yard.

Construction equipment shall not be stored at the work site before its actual use on the work nor for more than three (3) working days after it is no longer needed on the work. All repairs or assembly of equipment that will take two (2) or more working days shall be done at the construction yard. All equipment and materials shall be stored at the yard during weekends and holidays, unless otherwise authorized by the Director.

Excavated materials shall not be stored in public streets, roads or highways. Excavated materials that may be suitable for backfill shall be stored at a site of CONTRACTOR's choice. The Director shall have a safe access to the site for purposes of inspection and testing at all times.

Full compensation for conforming to the requirements of this Article shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed.

ARTICLE 16 - PROTECTION AND RESTORATION OF EXISTING UTILITIES AND NON-HIGHWAY FACILITIES

Attention is directed to Sections 5-2 and 7-9 of the Standard Specifications and the following special provisions:

All utilities including water, gas, oil, telephone, electrical, cable TV fiber optic systems, traffic signals, sewer mains and services, storm drains and street light conduit and wires shall be protected in place, except as noted on the project plans.

The CITY does not guarantee the accuracy of depth, size, type, material and location of all utilities shown on the plans or marked in the field by utility companies. Data was provided to the CITY based upon available records. It is to be used for information purposes only.

In order to provide lead time to resolve unforeseen utility conflicts, CONTRACTOR shall pot hole and ascertain the true location and depth of all underground utilities and services as shown or located within the lines of excavation and/or as marked by their respective owners in the field. All potholing shall be completed before CONTRACTOR will receive first progress payment or will be allowed to commence construction. Utilities marked in the field and not shown in the project plan shall be treated the same as if shown in the project plan. CONTRACTOR shall attempt to expose utilities by excavating an area three (3) feet in all directions around the location shown on the plans or marked in the field that may

SECTION 7 - SPECIAL PROVISIONS (Continued)

conflict with the proposed sewer main(s). Should the CONTRACTOR fail to locate the utility, CONTRACTOR shall immediately notify the utility purveyor and Director and the CONTRACTOR shall proceed on schedule. CONTRACTOR shall not be entitled to delays, damages or cost for failure to locate a utility by potholing. After exposing the utilities and if in the opinion of the CONTRACTOR a utility is in conflict with the proposed improvements, CONTRACTOR shall immediately notify the Director and allow utilities reasonable time to relocate, realign or remove their facilities at no additional cost to the CITY.

CONTRACTOR shall exercise extreme care in exposing, locating, supporting, protecting and working in the vicinity of existing utilities. CONTRACTOR shall hand dig within three feet (3') on all sides of these utilities; main lines, service lines and other utility appurtenances. CONTRACTOR shall arrange a compatible work schedule with all utility companies involved. CONTRACTOR's attention is also directed to overhead and above ground utilities and poles that exist within the project site that may not be shown on the project plans, but are visible in the field. All utilities above and underground must be protected in place, unless otherwise specified in the project plan.

The CONTRACTOR shall use extreme caution around all existing utilities, especially Southern California Gas, Southern California Edison and AT&T pipes and conduits. Furthermore, the CONTRACTOR shall indemnify and hold harmless the City of Garden Grove, the CITY, its officers, its board members, employees, and consultants from any and all claims, suits, or actions resulting from or arising out of any damage(s) caused to such utilities as a result of the CONTRACTOR's failure to adequately protect such utilities in place.

The CONTRACTOR will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if utilities are correctly located and shown on the plan. The CONTRACTOR, however, will be given an extension of time for unforeseen delays due to interferences by utilities. This work includes searching within three (3') feet on both sides of a marked utility in the field (not shown in the plans) that is not found or never existed.

All costs incurred for potholing, hand digging, exposing, locating, supporting, protecting, maintaining and providing reasonable time to relocate or resolve conflict of underground and above ground utilities, shall be included in the price bid for the various items of work and no additional compensation will be allowed.

The CONTRACTOR, prior to submitting his/her bid, shall first inquire from the utility owners listed regarding type of facility, line locations, size, material, manhole locations if any, specifications and requirements concerning the protection and support of their respective main, trunk lines, services lines and other appurtenances.

The costs of obtaining any required permits, protecting and supporting of all utility lines, including service and lateral lines shall be included in the various items of work and no additional compensation will be allowed. *No utility line shall be removed from service without written permission from the Director. If permitted, then it is the CONTRACTOR's responsibility to install temporary services as needed in the field and as approved by the Director at no cost to the CITY.*

CONTRACTOR shall notify the Underground Service Alert (USA) giving at least 2 working days notice --- (800) 422-4133.

shall be the CONTRACTOR's responsibility to call, notify and make certain that utilities have responded to his notification. Damage to utilities, caused by failure to notify, is the CONTRACTOR's sole responsibility.

SECTION 7 - SPECIAL PROVISIONS (Continued)

The CONTRACTOR shall arrange and coordinate his work to permit utilities to make any necessary adjustments required by the construction of the various items in this contract.

CONTRACTOR shall also protect facilities in place as shown on the plans or as marked in the field, and "To be relocated by others", in both original and relocated positions and any damage to such facilities shall be immediately repaired at no cost to the CITY.

When damage occurs to existing utilities, CONTRACTOR shall notify the Owner of the Utility and the Director immediately and take whatever action necessary to mitigate further damage to the utility and the surrounding area.

The CONTRACTOR is notified therefor, that he is responsible and liable for all costs in rectifying damages to any utilities caused as a result of his operations. At the request of the CITY, costs in rectifying such damages can be withheld or deducted from the final progress payment due to CONTRACTOR at the discretion of the Director.

All existing improvements, including utilities, shall be protected in place unless otherwise shown on the contract plans or approved by the Director. All existing improvements damaged by the CONTRACTOR in the performance of his work shall be replaced in its original or better condition. This includes, but is not limited to landscaping, trees, irrigation lines, sprinklers, planters, foundations, walls, driveways, sidewalks, mailboxes, parking curbs, and utilities whether they are located on private property or within the public right-of-way.

Payment for protecting or removing and replacing all facilities, or coordinating utility adjustments, except for those items of work specifically included as separate bid items in the Bid Proposal shall **be considered as paid for in the various contract items** and no additional compensation will be allowed.

ARTICLE 17 - EXISTING HIGHWAY FACILITIES

All work performed on existing highway facilities shall be done in accordance with applicable sections of the Standard Specifications and other portions of these special provisions with the following modifications and additions:

A. Miscellaneous Highway Facilities

Care shall be taken in all work performed in the removal of all traffic signs, devices, barricades, posts, barriers, and guard railings. Such devices, etc., shall be carefully removed by the CONTRACTOR as shown on the plans or as directed by the Director, cleaned of all adhering materials and shall be stockpiled within project limits for reuse.

Payment for all labor, materials, tools, and equipment used in removing, cleaning, transporting, relocating, and doing all the work involved shall be included by the CONTRACTOR in various bid items, and no additional compensation will be allowed.

B. Damaged Portland Cement Concrete Removal and Replacement

Portland Cement Concrete (PCC) damaged by the CONTRACTOR's operation shall be removed and replaced in kind. Work shall include all PCC curbs, gutters, cross gutters, spandrels, driveways, driveway approaches, slabs, sidewalks, decorative crosswalks, and all other miscellaneous PCC construction. Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1 inch. Concrete sidewalk or driveway to be removed shall be neatly sawed in straight-line parallels either to the curb or at right angles to the alignment of the

SECTION 7 - SPECIAL PROVISIONS (Continued)

sidewalk. No section to be replaced shall be smaller than forty-eight inches (48") in either length or width. If the saw cut in sidewalk or driveway would fall within forty-eight inches (48") of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within twelve inches (12") of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be sawed to a depth of 1 (one) inch on a neat line at right angles to the curb face. PCC and all other material unsuitable for use as fill, as determined by the Director, shall be removed from the right-of-way and disposed of by the CONTRACTOR at a site of his own choice and he shall pay all costs incidental to the disposal. Sharp edges left on concrete after saw cutting shall be ground in a manner acceptable to the Director.

Payment for portland cement concrete removal and replacement shall be included in the unit prices paid for the various items of work, that necessitated the PCC removal and no additional compensation will be allowed. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and performing all the work involved in excavating, removing, replacing, breaking, crushing, saw cutting, backfilling, loading, hauling and disposing of all material, and performing all the work involved. All PCC replacement shall conform to City standards and be in kind.

C. Remove and Restore Traffic Striping, Signing, Legends, Pavement Markings and Pavement Markers

Existing pavement markers shall be removed and disposed of when no longer required for traffic lane delineation due to construction.

Existing striping and pavement markings shall be removed by sand blasting. Existing pavement markers shall be removed prior to installation of AC overlay or slurry seal.

Sandblasting shall be used for the removal of painted traffic stripes and pavement markings and for removal of objectionable material. If such removal operation is being performed within ten feet (10') of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operation.

Nothing in these special provisions shall relieve the CONTRACTOR from his responsibilities as provided in Section 7-10, "Public Convenience and Safety", of the Standard Specifications.

Any depressions or voids left in the roadway as a result of removing the existing raised pavement markers will be filled with hot bituminous adhesive or as directed by the Director.

CONTRACTOR shall provide cat tracks for review prior to final application of striping. The **City of Garden Grove** shall have 24 hours (1 working day) review time to provide corrections to, or approval of, the cat tracks. All existing striping shall be restriped to satisfaction of the Director.

Full compensation for removing, disposing and restoring, traffic stripes and pavement markings - including filling voids or depressions created by removing pavement markers, shall be included in the contract lump sum price for the traffic signing and striping and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and performing all work involved, and no additional compensation will be allowed.

D. Damaged Asphalt Concrete Pavement Removal and Replacement

SECTION 7 - SPECIAL PROVISIONS (Continued)

Asphalt concrete ("A.C.") pavement shall be cut initially by saw cutting to full depth of A.C. at the limits of the removal prior to removal of A.C. A.C. damaged by the construction operation shall be removed and replaced as described in this provision at no cost to the CITY. After backfilling the excavation, the existing A.C. pavement shall be saw-cut again to full depth at a point not less than 12 inches outside the limits of removal as shown in the backfill and resurfacing detail. If the width of existing pavement between proposed A.C. saw cut and edge of adjacent P.C.C. curb and gutter is less than sixty (60) inches, this area shall be removed and new pavement shall be extended to the P.C.C. curb and gutter. All saw cuts should be along straight lines either parallel or perpendicular to line of removal. The use of pavement breaking equipment (stompers) is absolutely not allowed. The thickness of the existing A.C. pavement may be up to 12-inches thick.

The minimum street pavement replacement section for West Street and Chapman Avenue shall be existing plus one-half inch or 6-inches AC/11-inches AB, whichever is greater. The minimum street pavement replacement section for Wilken Way, Eugene Street, Candy Lane, Holyoak Lane, Timmy Lane and Debbie Lane shall be existing plus one-half inch or 4-inches AC/7-inches AB, whichever is greater.

Payment for replacement of pavement section shall be included in the unit prices paid for the various items of work, which caused such pavement section removal and no additional compensation will be allowed. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and performing all the work involved in replacing AC/ AB, street areas and areas damaged by construction and no additional compensation will be allowed.

ARTICLE 18 – CLEARING AND GRUBBING, REMOVALS AND RELOCATIONS

Clearing and grubbing shall conform to the provisions of Section 300 of the Standard Specifications with the following modifications:

Clearing and grubbing shall include, but not be limited to the following:

1. Project mobilization/demobilization
2. Removal and disposal of trees and shrubs, all natural and artificial objectionable materials such as logs, upturned stumps, roots of downed trees, brush, grass, plants, weeds and all other surface materials within the limits of construction area.
3. Tree branches, which may interfere with normal construction, shall be trimmed or removed. If tree branch is to be removed, it shall be cut off to the boles in a workmanlike manner. The CONTRACTOR shall remove additional tree branches under the direction of the Director, in such a manner that the tree will present a balanced appearance. Scars resulting from the removal of branches shall be treated with a heavy coat of tree sealant approved by the Director.
4. Saw cut and removal of existing concrete structures including, but not limited to curb and gutter, median curb, cross gutter, spandrel, sidewalks, drainage channel, the removal of K-markers and relocation of traffic signs.
5. Grading, fill material, and compaction of fill material in the parkway areas, drainage channel and areas behind sidewalk.
6. Saw cutting and removal of existing asphalt concrete, aggregate base, native soil, PCC and reinforced PCC pavement as required to complete the project.

SECTION 7 - SPECIAL PROVISIONS (Continued)

7. Abandonment of existing water service connections at the water main.

Payment for furnishing all labor, equipment, materials, tools, and incidentals used in performing clearing and grubbing and as mentioned in this Article shall be considered as included in the lump sum price paid for Clearing and Grubbing, including Mobilization and Demobilization, and no additional compensation will be allowed.

Tree Roots Removal

Work shall consist of removal of existing tree roots in conformance with Section 300 of the Standard Specifications. The CONTRACTOR shall be responsible for obtaining a suitable disposal site for this material and shall, upon request, file with the Director the written consent of the Owner of the property upon which he intends to dispose of such material.

Removal shall consist of removing tree roots 1-1/2 inches in diameter and larger.

Holes resulting from the removal of tree roots shall be backfilled with soil from the surrounding area the same day the tree roots are removed and compacted to a minimum relative compaction of ninety percent (90%).

All removed tree roots shall be removed from the project site the same day.

Stockpiling of materials within the right-of-way, City parking lots, or other City-improved property shall not be allowed unless approved by the Director in writing.

Tree roots shall be removed in such a manner as not to injure or damage adjacent improvements, which are to remain in place. The CONTRACTOR shall not remove or damage fences adjoining property outside of the contract limits or City right-of-way. The CONTRACTOR shall exercise care in the protection of said fences and shall repair any damage caused by his operations.

No burning of materials will be permitted on the project site.

Payment for removal of existing tree roots shall be considered as included in the lump sum bid for Clearing and Grubbing, including Mobilization and Demobilization. It shall include full compensation for all labor, tools, equipment, incidentals, disposal of resulting material and for doing all the work involved in tree roots removal as required in the field, per these Special Provisions and as directed by the Director, and no additional compensation will be allowed.

Irrigation System Relocation

All irrigation systems disturbed by the construction operation shall be relocated to behind the right-of-way line. Relocated systems shall be operable and provide full coverage of the areas serviced by the system.

Existing system components may be reused as much as possible. However, new materials may be required to create a complete and working system and the expense shall be borne by the CONTRACTOR. Acceptability of the relocated system will be judged by its performance as described above.

The CONTRACTOR shall bear the cost of replacement of any parts lost or damaged during the construction operations.

SECTION 7 - SPECIAL PROVISIONS (Continued)

Payment for irrigation system relocation shall be considered as included in the lump sum price bid for Clearing and Grubbing, including Mobilization and Demobilization, and no additional compensation will be allowed.

Clearing, grubbing, miscellaneous removals, and relocations shall be paid for under the lump sum item for Clearing and Grubbing and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for performing all the work involved in clearing, grubbing, removing, relocating and disposing of all the resulting materials. It also includes the removal of cross gutters, spandrel, curb and gutter, side walk, drive approach, PCC, abandon existing water services at main, replanting and reseeding, as shown on the Plans, as required in the field, as specified in these Specifications and Special Provisions, and as directed by the Director.

ARTICLE 19 – PERMITS AND IMPLEMENT RULE 1166

It is the CONTRACTOR's responsibility to procure the encroachment permit and pay the requested permit fees within two weeks of the Notice to Proceed. The CONTRACTOR is responsible for all the permit requirements, including arranging for the inspections. The CONTRACTOR shall also be responsible for all the requirements of South Coast Air Quality Management Rule 1166. Full compensation for conforming to the requirements of this Article shall be considered as included in the **contract price paid for implementing rule 1166 and obtaining Permits** and no additional compensation will be allowed.

ARTICLE 20 - COMPLETION AND ACCEPTANCE

Upon receipt of the CONTRACTOR's written assertion that the work has been completed, the Engineer or his authorized representative will inspect the work for acceptance. Thereby a "punch list" is prepared and submitted to CONTRACTOR for compliance and/or repair.

The project is considered certifiable for completion; when all liens and/or claims for labor, materials, tools and equipment has been paid for and all liens and/or claims releases are received by the CITY, when all contract items of work have been completed, including changes to the plan in an acceptable workmanship; when all repairs to damages of existing utilities, appurtenances and improvements has been completed and accepted by the respective owners; when all survey monuments and other survey markers has been re-set and copy of center line ties been submitted; when the project site and all ground occupied by the CONTRACTOR left in a neat and presentable condition. The street shall be swept and washed with water. The CONTRACTOR prior to acceptance by the Engineer must complete all corrections noted in the "punch list".

Full compensation for conforming to the requirements of this Article shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: William E. Murray
Dept.: City Manager Dept.: Public Works
Subject: Second reading and adoption Date: 12/12/2023
of Ordinance No. 2948

Attached is Ordinance No. 2948 recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ordinance 2948	12/7/2023	Ordinance	2948_GG_Water_Rate_Ordinance.docx

ORDINANCE NO. 2948

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING SECTIONS 14.12.010, 14.12.030, AND 14.12.050 OF CHAPTER 14.12 (RATES) OF TITLE 14 (WATER) OF THE MUNICIPAL CODE RELATING TO WATER RATES AND CHARGES, AND METER FAILURES

City Attorney's Summary

This Ordinance amends Sections 14.12.010, 14.12.030, and 14.12.050 of the Garden Grove Municipal Code to authorize, for a period of five (5) years, future adjustments in the Bi-Monthly Minimum Charge, Capital Improvement Charge, Commodity Delivery Charge, and Private Fire Service Charge of water rates and future automatic adjustments to reflect adopted increases or decreases in wholesale charges for water established by other public agencies from which the City purchases water. The Ordinance further makes a minor clarification to the provision pertaining to meter failures.

THE CITY COUNCIL FINDS AND DECLARES AS FOLLOWS:

WHEREAS, FG Solutions prepared a Water Rate Study on behalf of the City, which evaluated the Water Enterprise's financing needs, determined the estimated funds needed to adequately finance the operations, capital improvements and debt obligations for the Water Enterprise, reasonably allocated the Water Enterprise's projected revenue requirements to the various customer classes in accordance with their respective service requirements, and recommended a suitable schedule of water rates that produce revenues adequate to meet the Water Enterprise's financial needs in accordance with estimated reasonable customer costs of service;

WHEREAS, Government Code Section 53756 authorizes any agency providing water service to adopt a schedule of fees or charges for a period not to exceed five (5) years authorizing automatic adjustments that pass through increases or decreases in wholesale charges for water established by another public agency from which it purchases water;

WHEREAS, the City Council has determined, based on the findings and recommendations of City Staff and FG Solutions and the legislative findings herein, that, in order to adequately finance the operations, capital improvements and debt obligations for the Water Enterprise, (i) annual adjustments to the Bi-Monthly Minimum Charge, the Capital Improvement Charge, Commodity Delivery Charge, and Private Fire Service Charge, set forth in Subsections (A), (B), and (C) of Section 14.12.010 and in Section 14.12.030 over a five (5) year period as recommended by FG Solutions should be authorized, and (ii) Subsection (F) of Section 14.12.010 should be re-adopted for automatic adjustments to the Commodity Delivery Charge for water usage that pass through future increases in wholesale water charges for a five (5) year period;

WHEREAS, the City Council has determined the following with regard to the rates and charges for water usage established by this Ordinance: (i) the fees and charges are not imposed as a condition of approval of a development project, as defined in California Government Code section 66001; (ii) the fees and charges are established upon a rational basis between the fees charged each customer and the service and facilities provided to each customer of the City's Water Enterprise; (iii) the revenues derived from the fees and charges do not exceed the estimated reasonable cost to provide the capital facilities and water services for which they are levied; (iv) the revenues derived from the fees and charges shall not be used for any other purpose than that for which the fees and charges are imposed; (v) the fees and charges do not exceed the proportional cost of the water service attributable to each consumer; (vi) the fees and charges are imposed on water services which are immediately available to the consumer; (vii) the fees and charges are not levied for general governmental services; and (viii) the rates and charges are not discriminatory or excessive, are sufficient under Government Code section 54515, comply the provisions or covenants of any outstanding revenue bonds of the City payable from the revenues of the Water Enterprise, comply with the provisions of the Revenue Bond Law of 1941 (Government Code 54300-54700), and are in compliance with all other applicable law;

WHEREAS, the City Council has determined that the authorization of annual adjustments to the rates and charges for water usage provided for herein is appropriate and represents increases in the rates and charges needed to adequately finance the operations, capital improvements and debt obligations for the Water Enterprise for those years;

WHEREAS, in accordance with Proposition 218 and Government Code Section 53755, Notice of a Public Hearing to consider the proposed adjustments in water rates and charges and containing such information required to be included pursuant to California law (the Proposition 218 Notice) was mailed to all record owners of affected property to the addresses as they appear on the latest equalized assessment roll and to all City customers located on the affected parcels at the addresses to which the City customarily mails the billing statements;

WHEREAS, on November 28, 2023, the City Council conducted the Public Hearing provided for in the Proposition 218 Notice, at which time the City Council heard all objections and protests to the proposed adjustments in water rates and charges;

WHEREAS, written protests against the proposed adjustments in water rates and charges were not presented by a majority of the property owners, as the total number of properties on which the rates are imposed as shown on the last equalized assessment roll of Orange County totaled 37,600 and the City received a total of 34 protests;

WHEREAS, pursuant to California Government Code section 66016 notice of the time and place of this hearing, including a general explanation of the matter to

be considered and a statement that the data required by Government Code section 66016 is available for public review at the City, was mailed to interested parties requesting notice at least fourteen (14) days prior to the hearing;

WHEREAS, pursuant to California Government Code section 66016 the City made available to the public the Water Rate Study and other data documenting the estimated costs required to provide services for which the proposed modified rates and charges will be levied and the revenue sources anticipated to provide the services;

WHEREAS, on November 28, 2023, in accordance with applicable legal requirements, the City Council conducted a duly noticed Public Hearing to consider the proposed adjustments in water rates and charges set forth herein, at which Public Hearing all those who wished to speak for or against the proposed adjustments in water rates and charges were heard; and

WHEREAS, the adoption of this Ordinance and the establishment of such rates and charges is statutorily exempt under the California Environmental Quality Act ("CEQA") pursuant to the provisions of Public Resource Code section 21080(b)(8) and Section 15378 and Section 15273 of the CEQA Guidelines because, (i) the increased rates and charges are for the purpose of meeting operational and maintenance expenses of the Water Enterprise, and (ii) the rates and charges constitute the creation of funding mechanism/other governmental fiscal activity which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY ORDAIN:

Section 1. Section 14.12.010 of Chapter 14.12 (Rates) of Title 14 (Water) of the Garden Grove Municipal Code is hereby amended in its entirety to read as follows:

14.12.010 – RATES AND CHARGES

The City of Garden Grove Water Division incurs ongoing operational costs, such as labor, commodities and contractual services in providing water service to the community. A water rate schedule is established to consist of a Bi-Monthly Minimum Charge and Commodity Delivery Charge to pay for the system operational and capital replacement costs. A Capital Improvements Charge is established to pay for future capital improvements needed to meet future demands on the system. Accordingly, the following rate structure is established for water usage:

- A. BI-MONTHLY MINIMUM CHARGE. The Bi-Monthly Minimum Charge for metered service shall be:

BIMONTHLY MINIMUM CHARGES					
Meter Size	1/1/24	1/1/25	1/1/26	1/1/27	1/1/28
5/8 x 3/4"	\$35.10	\$38.23	\$40.47	\$42.84	\$43.68
1"	\$54.54	\$61.54	\$65.77	\$70.29	\$72.39
1½"	\$87.28	\$100.39	\$107.95	\$116.05	\$120.24
2"	\$126.55	\$147.01	\$158.57	\$170.96	\$177.65
3"	\$231.29	\$271.34	\$293.55	\$317.38	\$330.77
4"	\$349.13	\$411.20	\$445.40	\$482.10	\$503.03
6"	\$676.44	\$799.72	\$867.20	\$939.66	\$981.52
8"	\$1,069.22	\$1,265.94	\$1,373.37	\$1,488.73	\$1,555.71
10"	\$1,592.92	\$1,887.56	\$2,048.26	\$2,220.83	\$2,321.29

- B. COMMODITY DELIVERY CHARGE. Subject to adjustment pursuant to Subsections (E), the unit charge for metered services shall be:

BI-MONTHLY COMMODITY DELIVERY CHARGES (\$ per hcf)					
	1/1/24	1/1/25	1/1/26	1/1/27	1/1/28
Tier 1	\$3.40	\$3.53	\$3.83	\$4.14	\$4.27
Tier 2	\$5.29	\$5.67	\$5.84	\$6.02	\$6.10

UNITS OF WATER (1 UNIT = 100 CUBIC FT) ("hcf") INCLUDED IN TIER 1 PER BILLING PERIOD	
METER SIZE	MAXIMUM hcf, TIER 1
5/8 x 3/4	33
1	83
1 1/2	165
2	264
3	528
4	825
6	1,650
8	2,640
10	3,960

- C. CAPITAL IMPROVEMENT CHARGE. The Bi-Monthly Capital Improvement Charge for services shall be:

BI-MONTHLY CAPITAL IMPROVEMENT CHARGE					
Meter Size	1/1/24	1/1/25	1/1/26	1/1/27	1/1/28
5/8 x 3/4"	\$7.45	\$7.92	\$8.43	\$8.97	\$9.20
1"	\$18.62	\$19.81	\$21.08	\$22.43	\$22.99
1 1/2"	\$37.24	\$39.62	\$42.16	\$44.85	\$45.98
2"	\$59.58	\$63.39	\$67.45	\$71.77	\$73.56
3"	\$119.16	\$126.79	\$134.90	\$143.53	\$147.12
4"	\$186.19	\$198.10	\$210.78	\$224.27	\$229.88
6"	\$372.37	\$396.21	\$421.56	\$448.54	\$459.76
8"	\$595.80	\$633.93	\$674.50	\$717.67	\$735.61
10"	\$893.70	\$950.89	\$1,011.75	\$1,076.50	\$1,103.41

- D. AUTOMATIC PASS-THROUGH ADJUSTMENTS FOR PURCHASED WATER COSTS.

- The Commodity Delivery Charge shall be automatically adjusted to reflect adopted increases or decreases in wholesale charges for water established by other public agencies from which the City of Garden Grove purchases water to the extent such increases or decreases are not reflected in the schedule of charges then in effect. Any such automatic adjustment shall be implemented through adjustment of the Commodity Delivery Charge. The amount of any such automatic

adjustment shall be calculated by the Finance Director, or his designee, and shall be presented to the City Council for review. Data documenting the amount of the increase or decrease in wholesale water costs and the basis for all adjustment calculations shall be made available to the public upon request.

2. The Finance Director shall cause notice of any automatic adjustment made pursuant to this subsection (D) to be given pursuant to subdivision (a) of Government Code Section 53755, as it may be amended from time to time, and/or other applicable law, not less than thirty (30) days before the effective date of the adjustment.
 3. Unless readopted pursuant Government Code Section 53756, as it may be amended from time to time, and/or other applicable law, the authority to make automatic adjustments pursuant to this subsection (D) shall expire five (5) years from the effective date of the ordinance adopting or readopting this subsection (D).
- E. DETERMINATION OF WATER SUPPLY. The percent of water to be pumped and the percentage to be purchased shall be established by the Public Works Director prior to May 1st of each year, based on the basin production percentage assigned to the City of Garden Grove by the Orange County Water District.

Section 2. Section 14.12.030 of Chapter 14.12 (Rates) of Title 14 (Water) of the Garden Grove Municipal Code is hereby amended in its entirety to read as follows:

14.12.030 – PRIVATE FIRE SERVICE

The bimonthly charge for private fire service protection shall be as follows:

BI-MONTHLY FIRE SERVICE RATE					
Meter Size	1/1/24	1/1/25	1/1/26	1/1/27	1/1/28
1-1/2"	\$3.42	\$3.84	\$4.09	\$4.35	\$4.46
2"	\$7.28	\$8.18	\$8.70	\$9.26	\$9.49
3"	\$21.16	\$23.77	\$25.29	\$26.91	\$27.58
4"	\$45.09	\$50.67	\$53.91	\$57.36	\$58.79
6"	\$130.97	\$147.17	\$156.59	\$166.61	\$170.78
8"	\$279.09	\$313.62	\$333.69	\$355.05	\$363.93
10"	\$501.90	\$564.01	\$600.11	\$638.52	\$654.48

Section 3. Section 14.12.050 of Chapter 14.12 (Rates) of Title 14 (Water) of the Garden Grove Municipal Code is hereby amended in its entirety to read as follows:

14.12.050 - METER FAILURE

If a meter under registers and/or fails to register accurately during any period, the consumer shall be charged with an average daily consumption according to the season as shown by the meter when in use and registering accurately in the previous year.

Section 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, word or portion of this ordinance is, for any reason, held to be invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, subdivision, sentence, clause, phrase, word or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid.

Section 5. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the ____ day of _____.

ATTEST:

MAYOR

CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on November 28, 2023, with a vote as follows:

AYES:	COUNCIL MEMBERS:	(6)	O'NEILL, TRAN, DOVINH, KLOPFENSTEIN, NGUYEN-PENALOZA, JONES
NOES:	COUNCIL MEMBERS:	(1)	BRIETIGAM
ABSENT:	COUNCIL MEMBERS:	(0)	NONE